

JOHN CRANE INC. US SEAL MFG DIVISION
SALES TERMS AND CONDITIONS

1. **Definitions:** In these Terms:
 - 1.1. The following terms have the meaning set out below:

"Affiliate" means in relation to a party, an entity which is Controlled by, Controls or under common Control with that party, where "Control" means having the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty percent (50%) or more of the voting interest, or otherwise and with "Controlling" and "Controlled" being construed accordingly;

"Buyer" means the customer that purchases Goods pursuant to an Order;

"Buyer Delay" means any delay by Buyer in performing any contractual obligations or any other circumstance for which Buyer is responsible, including, delays in attending testing (if required), or taking delivery or arranging shipment ;

"Confidential Information" has the meaning given to such term in Section 23 (**Confidential Information**);

"Contract" means a contract formed between Seller and Buyer in accordance with the terms of Section 3 (**Contract Formation**);

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"Goods" means all components, spare parts, products, or materials of any kind, supplied by Seller under an Order;

"Intellectual Property Rights" means any intellectual property and/or proprietary rights, whether registered or unregistered, legal or beneficial, including trademarks and service marks, patents (including applications and rights to apply for patents), trade secrets, know-how, trade names, database rights, moral rights, designs, copyrights, mask works, publicity rights, Confidential Information, and rights in confidentiality or confidence, whether developed, generated, or acquired by Seller before or after the effective date of an Order, or in the course of performance of an Order;

"Order" means a written work order or purchase order for Goods submitted by the Buyer to the Seller (including through electronic generation) and accepted by the Seller (irrespective of whether the Seller has provided to the Buyer a Quotation or Order acknowledgement);

"Quotation" means the written quotation, proposal or tender submitted by the Seller to the Buyer in connection with the supply of Goods;

"Seller" means John Crane Inc., US Seal Mfg. Division; and "

"Terms" these standard Sales Terms and Conditions.
 - 1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted; a reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
 - 1.3. Any words following the words "include", "in particular" or any similar expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
 - 1.4. the English language version of these Terms is the binding version as between you and us. Any translation has been prepared for convenience only. In the event of any conflict, ambiguity or inconsistency between the English language version of these Terms and any translated version, the English language version shall prevail.
2. **Expiry of Quotations.** Any Quotations given by the Seller will expire thirty (30) days from and including the date of issue, unless extended in writing by Seller, and will constitute an invitation to treat and not an offer.
3. **Contract Formation / Modifications:** Seller is not obliged to accept Orders placed by Buyer. An Order shall be deemed accepted by Seller, and a Contract formed between Seller and Buyer subject to these Terms, on the earlier of:
 - 3.1. Seller issuing and delivering to Buyer written acknowledgement of the Order; OR
 - 3.2. Seller commencing the manufacture or assembly of Goods; OR
 - 3.3. Seller delivering Goods to Buyer; OR
 - 3.4. Seller's acceptance of Buyer's payment or part payment for Goods.
4. **Buyer's Acceptance of these Terms.** EACH ORDER IS SUBJECT TO THESE TERMS. BUYER'S ISSUANCE OF AN ORDER, ACCEPTANCE OF THE DELIVERY OF GOODS SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS. THESE TERMS ARE THE ONLY TERMS AND CONDITIONS ON WHICH SELLER WILL PROVIDE GOODS, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED OR IMPLIED BY BUYER (INCLUDING ANY BUYER TERMS AND CONDITIONS ON REQUESTS FOR QUOTATION, DELIVERY ACCEPTANCE NOTES, PURCHASE ORDERS, REMITTANCES OR WEBSITES) ARE EXPRESSLY AND HEREBY REJECTED BY SELLER AND SHALL NOT BE BINDING ON SELLER UNLESS EXPRESSLY ACCEPTED IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. BUYER HEREBY WAIVES ANY RIGHTS TO ASSERT ITS RIGHTS OR REMEDIES UNDER ANY BUYER TERMS AND CONDITIONS IN RELATION TO ANY ORDER. NO "CLICKWRAP", "CLICK-THROUGH", "BROWSE-WRAP" OR OTHER TERMS WHICH SELLER MAY BE REQUIRED TO "ACCEPT" TO ACCESS BUYER WEBSITE OR ONLINE PORTALS FOR VENDOR ACCOUNT CREATION, ORDER PROCESSING, INVOICE SUBMISSION ETC. SHALL HAVE ANY FORCE OR EFFECT. THE CONTRACT IS NOT A SALE BY SAMPLE.
5. **Buyer Request to Modify.** Without limitation to Section 12 (**Right of Substitution**), no change or modification to a Contract requested by Buyer (including changes to the design, scope, quantity) shall be valid unless accepted by authorized representatives of each of Seller and Buyer.
6. **Price.** Prices for Goods are those stated in the Order or as otherwise agreed in writing between Seller and Buyer. Prices are exclusive of all taxes and Buyer shall reimburse Seller for any excise, sales, value-added, use or other taxes incident to this transaction for which Seller may be liable or which Seller is required by law to collect. Seller may, by giving notice to the Buyer at any time prior to delivery of the relevant Good, increase prices:
 - 6.1. to correct quantities or prices, at any time, due to typographical, clerical, or mathematical errors;
 - 6.2. following expiry of a Quotation;
 - 6.3. other than where an Order fixes prices for a specified period, on an annual basis in line with the percentage increase over the previous twelve (12) month period of an appropriate indexation rate;
 - 6.4. to reflect any increase in costs due to the Buyer requesting any change to a Contract as agreed in writing by Seller; and/or
 - 6.5. to reflect any increase to Seller of any raw material, component part, cost of labor or third-party services used to manufacture or supply the Goods OR any other increase beyond Seller's reasonable control, including as a result of exchange fluctuations, increases in taxes and duties and/or other governmental charges payable by Seller or due to any changes in any applicable laws or regulations.
7. **Invoicing and Payment.** Seller may invoice Buyer at any time after an Order is placed, unless expressly stated otherwise in writing on an Order. Buyer will pay Seller's invoice in full within thirty (30) days after the date of the invoice without deductions, set-off, withholdings, or otherwise. Time is of the essence for payment of Seller's invoices and no defect or warranty claim in relation to any Good shall limit Buyer's payment obligations hereunder. Late payment by the Buyer will entitle Seller (without liability to Buyer) to:
 - 7.1. unless charging of default interest is prohibited under applicable laws, apply to the overdue amount (i) default interest charge of one and one-half percent (1.5%) per month until paid in full, subject to the maximum and/or minimum amount allowed by law (as applicable); and (ii) reasonable costs for the recovery of Buyer's debt, including any amounts to which Seller is entitled under applicable laws. FOR FRANCE ONLY: the late payment interest may not be less than three times the French legal interest rate in force, and the fixed compensation for recovery costs is equal to EUR 40.; and/or
 - 7.2. terminate the Contract and/or any other Contract it has entered into with Buyer OR refuse to make delivery under the relevant Order or under any other Contract with the Buyer. Seller shall have the right to claim and set-off against any receivables of the Buyer the reasonable costs of re-delivery, storage and all other handling costs arising directly or indirectly therefrom.
8. **Delivery / Delivery Terms.** Delivery dates are estimates only and time is not of the essence. Subject to Section 10 (Title and Risk of Loss), delivery terms are as per Schedule 1 unless expressly stated otherwise in the Order. Seller shall not be liable for any total or partial failure to deliver or for any delay in delivery or production due to causes beyond its reasonable control, including acts of God, acts or omissions of Buyer, war or civil unrest, priorities, fires, strikes, natural disasters, severe adverse weather conditions, theft or malicious damage, destruction or breakdown/failure of equipment, epidemic or pandemic, delays in

- transportation, or inability to obtain necessary labor or raw materials. Buyer shall be obliged to take delivery of the Goods when they are delivered or tendered for delivery in accordance with the Order. In the event of any Buyer Delay relating to delivery:
- 8.1. Buyer shall pay to Seller all reasonable costs of re-delivery, warehousing, restocking or other storage costs, other handling and insurance costs and any other out of pocket expenses incurred arising from such Buyer Delay;
 - 8.2. any payment milestone delayed resulting from Buyer Delay will become due and immediately and Seller shall have the right (without prejudice to its other rights) to invoice Buyer in respect thereof;
 - 8.3. if Buyer has delayed or refused delivery or collection (whether in whole or in part), Seller shall be entitled to invoice Buyer for the full amount due under the relevant Contract;
 - 8.4. risk of loss shall immediately transfer to Buyer and Buyer shall be responsible for the procurement of insurance on the Goods; and
 - 8.5. any agreed upon time for the performance of the Seller's obligations under the Order shall be extended automatically for a corresponding period of time and Seller shall not be liable to Buyer under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Buyer Delay.
9. **Instalments.** Seller may, at its discretion, deliver the Goods by separate instalments. In such circumstances, Seller will be entitled to invoice the price for each instalment separately in accordance with Section 6 (Price). Delivery of an instalment will not give Buyer the right to cancel other instalments or cancel or terminate the Order. Buyer shall not be entitled to delay or refuse delivery or collection (whether in whole or in part) of Goods without the express written consent of Seller.
 10. **Title and Risk of Loss.** Title to Goods shall not pass to Buyer until Seller has received payment in full for the Price for such Goods; and all other sums which are or become due to Seller from Buyer in respect of such Goods. Until such time as title to Goods has passed to Buyer, Buyer shall ensure that Goods are kept separate and distinct from Buyer's products and identified as property of Seller. Until ownership has passed to Buyer, Buyer shall: hold the Goods on a fiduciary basis as Seller's bailee; store the Goods (at no cost to Seller) separately from all other products of Buyer or any third party so they remain readily identifiable as Seller's property; not destroy, deface or obscure any identifying mark or packaging relating to the Goods; maintain the Goods in satisfactory condition; and keep the Goods insured for their full price against all risks to the reasonable satisfaction of Seller. Buyer may resell or use the Goods in the ordinary course of its business, but only: if the sale is at full market value; as a sale of Buyer's property on Buyer's own behalf and with Buyer dealing as principal when making the sale; if Buyer includes a retention of title clause in the form of this Section 10 (**Title and Risk of Loss**) in its sale contract with its customer. Buyer's right to possession, use and resale of the products shall terminate immediately if Sections 13.1, 13.2, and/or 15 become applicable. Until title passes to Buyer, Seller may require Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, to enter Buyer's premises or any third party where the Goods are stored and repossess the Goods. Buyer shall not be entitled to pledge (wholly or partially) or in any way charge any of the Goods which remain property of Seller, but if Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable. Notwithstanding the foregoing, from the time of delivery of the Goods pursuant to Section 8 (**Delivery / Delivery Terms**), all risk of loss or damage shall be borne by Buyer.
 11. **Tooling.** A tooling charge may be imposed for any special tooling or equipment (collectively, "**Tooling**") acquired by Seller to manufacture the Goods. Seller is the sole and exclusive owner of all Tooling and Buyer will not acquire any rights, title, or interest in or to any Tooling, unless stated in the Order.
 12. **Right of Substitution.** Seller at its option may substitute Goods and/or parts or components with other goods or products providing materially the same, equivalent or superior form, fit and functionality as those originally ordered by Buyer.
 13. **Cancellation by Seller.** Unless prohibited by applicable law, Seller may, at its option and discretion and in addition to its other remedies under these Terms or at law, and without liability to Buyer, cancel the Order, and/or refuse or delay delivery of Goods, if:
 - 13.1. Buyer remains in default in any payments or other performance due to Seller under this or any other agreement notwithstanding Seller having provided Buyer with not less than fourteen (14) days' notice to pay such overdue amounts;
 - 13.2. Buyer becomes insolvent or a petition in bankruptcy is filed with respect to Buyer (or a similar event takes place which affects the Buyer);
 - 13.3. there are causes beyond Seller's reasonable control which make it impossible to assure its timely performance of an Order; or
 - 13.4. the cost of provision of the Goods has increased so significantly that, in the Seller's reasonable opinion and acting in good faith, it is no longer commercially viable for Seller to continue to supply the Goods and perform the Order.
Seller shall refund to Buyer any sums paid by Buyer for Goods which are the subject of cancellation by Seller under this Section 13 (**Cancellation by Seller**).
 14. **Cancellation by Buyer.** Buyer may cancel the remaining, unfilled portion of the Order only upon written consent of Seller and payment of the full price for that portion of the Order that Seller has substantially completed at time of cancellation plus reasonable cancellation charges which shall include the full profit plus all costs incurred in connection with the canceled portion of the Order such as overhead and administrative costs, commitments made by Seller as a consequence of the Order and the cost of all work-in-progress. Cancellation charges shall not exceed the purchase price of the canceled portion of the Order.
 15. **Assurance of Performance.** If Buyer is delinquent in payment at any time, or if in Seller's judgment, Buyer's credit becomes impaired or unsatisfactory, Seller may, in addition to its other remedies, cancel Buyer's credit, stop further performance, and demand cash, security or other adequate assurance of payment satisfactory to it.
 16. [INTENTIONALLY LEFT BLANK]
 17. **Limited Warranty.**
 - 17.1. Seller warrants for a period of thirty (30) days following original shipment by Seller, that the Goods are free from material defects in material (unless such material was supplied by Buyer or the supplier of such material was suggested or directed by Buyer) or workmanship (unless such workmanship is the result of services performed by Buyer or by a supplier suggested or directed by Buyer). This warranty will expire immediately upon first use or installation of the Goods. Goods, parts and/or components (i) consumed in normal operation, (ii) subjected to neglect, abnormal conditions or normal wear and tear, (iii) repaired or maintained other than by Seller, or (iv) involved in any accident are not covered by this warranty. Subject to the limitations and conditions set forth herein, Seller will repair or, at its option and discretion, replace free of charge within a reasonable period of time, any Goods found by it within such warranty period to be defective in breach of said warranty upon return thereof transportation prepaid by the Buyer to the location specified by Seller. Seller reserves the right to use refurbished Goods, parts and/or components in order to provide a repair or replacement. No returns will be accepted without prior written authorization by Seller. UNLESS SELLER EXPRESSLY AGREES OTHERWISE IN WRITING AND EXCEPT FOR GOODS PROVIDED BY SELLER'S AFFILIATES, THIRD PARTY PRODUCTS SUPPLIED BY SELLER SHALL CARRY ONLY THE WARRANTIES (IF ANY) PROVIDED TO BUYER BY THE ORIGINAL MANUFACTURERS, AND SELLER GIVES NO WARRANTY FOR SUCH GOODS AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM ANY FURTHER LIABILITY IN RESPECT OF ANY THIRD- PARTY PRODUCTS SUPPLIED BY SELLER. In case of replacement, the Seller may keep the returned part and, in such case, ownership shall transfer to the Seller;
 - 17.2. warranty repair or replacement shall not extend or renew the applicable warranty period; and
 - 17.3. The warranties and remedies set forth herein are conditional upon:
 - 17.3.1. proper storage (as per instructions provided by Seller), fitting, installation, use, operation, maintenance of the Goods, and conformance with any oral or written instructions issued by the Seller and installation manuals (including revisions thereto) provided by Seller;
 - 17.3.2. Buyer's keeping accurate and complete records of operation and maintenance during the applicable warranty period and providing Seller access to those records;
 - 17.3.3. repair, maintenance or modification only as performed by Seller or by third parties authorized by Seller in writing;
 - 17.3.4. Buyer informing Seller of defects within fourteen (14) days following its discovery of such breach of the warranty and returns the Goods to Seller appropriately packaged so as to prevent any damage; and
 - 17.3.5. Goods not being kept in storage or immobilized for more than one year.
 FAILURE TO MEET ANY CONDITIONS IN THIS SECTION 17.5 RENDERS THE WARRANTY PROVIDED BY SELLER NULL AND VOID.
 - 17.4. Seller shall not be liable for any defect arising from any drawing, design, specification, plan or other information supplied by or on behalf of Buyer.
 - 17.5. Cost of parts and workmanship will be invoiced at Seller's then current price list if the defect found to be not subject to this warranty, the Goods found not to be defective or if the defect is determined to be due to failure of Buyer or its agents or employees. In addition, Seller reserves the right to charge an evaluation fee calculated at Seller's then-current rates for

out-of-warranty repair services and testing carried out on Goods found to be non-defective as well as all shipping costs from the Buyer's facility to Seller's facility.

17.6. THE WARRANTIES AND REMEDIES SET OUT IN THIS SECTION 17 (**Limited Warranty**) CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, OR ANY DEFECT OR NON-CONFORMITY IN, THE GOODS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS AND/OR GUARANTEES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. **Liability.**

18.1. NEITHER PARTY EXCLUDES OR RESTRICTS LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR RESTRICTED BY APPLICABLE LAW.

18.2. WITHOUT LIMITATION TO SECTION 17 (**Limited Warranty**) AND EXCEPT AS PROVIDED IN SECTION 18.1, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OR FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT):

- 18.2.1. LOSS OF USE; OR
- 18.2.2. LOSS OF PROFITS; OR
- 18.2.3. LOSS OF REVENUE, LOSS OF PRODUCTION OR LOSS OF BUSINESS; OR
- 18.2.4. LOSS OF DATA AND/OR LOSS OF THE USE OF DATA; OR
- 18.2.5. LOSS OF GOODWILL, LOSS OF REPUTATION OR LOSS OF OPPORTUNITY; OR
- 18.2.6. LOSS OF ANTICIPATED SAVINGS OR LOSS OF MARGIN,

IN EACH CASE WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ARISING OUT OF ANY LIABILITY OF THE BUYER TO ANY OTHER PERSON, EVEN IF THE SELLER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

18.3. EXCEPT AS PROVIDED IN SECTION 18.1, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY WHETHER ARISING IN

CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE EXCEED THE FOLLOWING:

18.3.1. IN RELATION TO ANY CLAIM OR SERIES OF RELATED CLAIMS, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM OR SERIES OF RELATED CLAIMS HAS BEEN BROUGHT WHICH HAVE BEEN DELIVERED BY SELLER TO BUYER; AND

18.3.2. NOTWITHSTANDING SECTION 18.3.1, IN RELATION TO ALL CLAIMS ARISING OUT OF AND/OR RELATED TO ANY CONTRACT, A TOTAL AGGREGATE AMOUNT EQUAL TO THE PURCHASE PRICE OF ALL GOODS WHICH HAVE BEEN DELIVERED BY SELLER TO BUYER UNDER THAT CONTRACT.

18.4. BUYER SHALL PROCURE THAT NONE OF ITS CUSTOMERS TO WHOM IT SUPPLIES ANY GOODS SHALL BRING ANY CLAIMS AGAINST ANY INDEMNITEES (AS DEFINED IN SECTION 19 (INDEMNITY) BELOW).

18.5. EXCEPT AS PROVIDED IN SECTION 18.1, NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE (1) YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

19. **Indemnity.** Save as expressly agreed otherwise in writing by Buyer and Seller, and save if and to the extent not permitted by applicable law, Buyer hereby indemnifies, defends, and holds harmless Seller, its Affiliates, its and its Affiliates' officers, directors, employees, agents, contractors, distributors, successors, and assigns (each an "Indemnitee," and collectively, the "Indemnitees"), from and against any damages, losses, claims, suits, and other liabilities arising directly or indirectly as a result of: (a) personal injury to, or death of, an Indemnitee's employees, agents or contractors; (b) damage to tangible property belonging to an Indemnitee; (c) claims of infringement, misappropriation, or violation of third party Intellectual Property Rights relating to or arising from modification of any Goods by or on behalf of Buyer; (d) claims of infringement, misappropriation, or violation of third party Intellectual Property Rights relating to the use by an Indemnitee of any documentation, designs, drawings, manuals or other information provided by or on behalf of Buyer to an Indemnitee; (e) Buyer's violation of applicable law; (f) materials supplied by or on behalf of Buyer to an Indemnitee to manufacture the Goods; (g) any part of the Goods obtained by an Indemnitee from a supplier suggested or directed by Buyer; (h) any part of the manufacture of the Goods carried out by a supplier suggested or directed by Buyer; (i) the negligence, or wrongful acts or omissions, of Buyer or such supplier; or (j) any breach by Buyer of Section 18.4.

20. **Production Performance Estimates.** Any production or performance standards furnished by Buyer may depend on several variable factors, and as such no results or estimates are guaranteed.

21. **Compliance with Laws and Warnings.** In those instances in which Seller provides health or safety information, warning statements, and/or instructions in connection with the installation, use or maintenance, including preventative maintenance, of its Goods (and Seller assumes no obligation to do so), Buyer agrees to comply with all such information, warnings and instructions. Buyer further agrees to communicate all such information, warnings and instructions to its employees, agents and subcontractors, and to subsequent buyers and users of those Goods. Buyer will comply with all applicable laws. Buyer will indemnify and hold Indemnitees harmless for Buyer's breach of this Section 21 (**Compliance with Laws and Warnings**).

22. **Repairs: Job Lapping.** Except as otherwise provided in Section 18.1 and this Section 22, Seller shall have no liability whatsoever for spoilage or damage to any Goods, parts or stock furnished for lapping or repair. In addition to the specific exclusions in Section 18 (**Liability**) above, Seller's liability in relation to Goods, part or stock furnished for lapping or repair shall be limited to cases of its negligence, and then only to the extent of cancellation of its charges for lapping or repairing the spoiled or damaged Goods, parts or stock.

23. **Confidentiality.** All non-public, confidential, or proprietary information, including any technical and commercial information and ideas which Seller has supplied or shall supply Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", but excluding information in the public domain or properly in Buyer's possession in tangible form before receiving such information from Seller ("**Confidential Information**") is proprietary to Seller and is disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation or use of the Goods. Buyer shall not without Seller's prior written consent, disclose or make available Confidential Information to any other person or use Confidential Information except for such limited purpose. Buyer shall keep all Confidential Information

- secure so as to prevent its unauthorised disclosure or access. All Confidential Information shall be returned to Seller on demand, and, in any event, when no longer needed by Buyer in connection with the Goods. In addition to Seller's other remedies, Buyer agrees that any benefit or property derived by Buyer from any unauthorized use of Confidential Information shall be the sole and exclusive property of Seller. Buyer represents and warrants to Seller that Buyer has the necessary licenses in and is under no confidentiality obligations that prevent the Buyer from disclosing drawings and other data (including but not limited to dimensions, specifications, measurements etc.) pertaining to products subject to services for the purpose of repair and reverse engineering by Seller as the case may be. Buyer acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Section 23 by Buyer. Accordingly, Seller will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) and to any remedies available to a trade secret holder for any breach or threatened breach of Section 23 by Buyer.
24. **Shortages.** Claims for shortages must be made within five (5) days after receipt of Goods. All other claims must be made within thirty (30) days of shipping date (except for warranty claims, which are governed by Section 17 (**Limited Warranty**) above).
 25. **Patents.** Buyer will protect and indemnify Indemnitees against all claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to Goods manufactured wholly or partially to Buyer's designs or specifications, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages.
 26. **CERTIFICATES OF CONFORMANCE.** UNLESS EXPRESSLY STATED OTHERWISE BY SELLER IN WRITING, WHERE SELLER PROVIDES BUYER WITH CERTIFICATE OF CONFORMANCE (A "COC") CERTIFYING THAT ANY GOODS SUPPLIED CONFORM TO STATED REGULATIONS, GUIDELINES OR STANDARDS INCLUDING UNITED STATES FOOD AND DRUG ADMINISTRATION REGULATIONS AND GUIDELINES ("**REQUIRED STANDARDS**"), SUCH COC IS PROVIDED BY SELLER TO CERTIFY ONLY THAT THE GOODS SUPPLIED COMPRISE MATERIALS WHICH MEET SUCH REQUIRED STANDARDS. BUYER ACKNOWLEDGES AND AGREES THAT NO FURTHER REPRESENTATION, WARRANTY OR OTHER STATEMENT IS MADE IN RELATION TO THE GOODS TO WHICH A COC RELATES, INCLUDING IN RESPECT OF THE TESTING, ASSEMBLY LINE PROCESS OR ASSEMBLY ENVIRONMENT FOR THE GOODS (COLLECTIVELY, "**EXCLUDED CONFORMITY STATEMENTS**") AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM ANY LIABILITY, CLAIMS OR OTHERWISE RELATING TO ANY EXCLUDED CONFORMITY STATEMENTS.
 27. **Amendments and Survival.** No addition to, modification or revision of these Terms contained herein shall be valid unless in writing, and signed by duly authorized representative of Seller. Sections 3 to 10 (inclusive), Sections 12, 13, 17 to 19 (inclusive), 27, 31 and 32 shall survive the expiration or termination of these Terms.
 28. **Governing Law and Jurisdiction.** These Terms, each Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country or state listed in Schedule 1 to these Terms by reference to the country in which Seller is located. Seller and Buyer irrevocably agrees that the courts of listed in Schedule 1 to these Terms shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or any Contract.
 29. **Code of Conduct.** Seller is committed to conducting its business ethically and lawfully. To that end the Seller, through its ultimate parent company, Smiths Group plc, maintains a code of business ethics ("**Code of Conduct**") and mechanisms for reporting unethical or unlawful conduct. The Seller expects that the Buyer will also conduct its business ethically and lawfully. If the Buyer has cause to believe that the Seller or any employee or agent of the Seller has behaved unethically or unlawfully under, or in connection with, these Terms and Conditions, Buyer is encouraged to report such behavior to the Seller or to Smiths Group plc. Smiths Group plc's Code of Conduct and mechanisms for making such reports are available on www.smiths.com.
 30. **Export Regulations and Destination Control Statement.** If the Goods sold or supplied hereunder are exported from the country where Seller resides, they may only be done so in accordance with the laws and regulations of such jurisdiction, and any diversion contrary to such laws is prohibited. Buyer will not export any technical data, or commodities that are controlled by government regulations in violation thereof, and agrees to defend, indemnify and hold harmless Indemnitees from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Seller with respect to any of Buyer's export or re-export activities contrary to applicable export and import controls.
 31. **Intellectual Property.** Notwithstanding delivery of and the passing of title in any Goods, nothing in these Terms shall have the effect of granting or transferring to, or vesting in, Buyer any Intellectual Property Rights in or to any Goods. As between Seller and Buyer, Seller retains all Intellectual Property Rights in relation to the Goods.
 32. **Waiver.** A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
 33. **Severability:** If any term of the Contract (including any exclusion from, or limitation of, liability set out in Section 18) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
 34. **General.** Buyer may not assign, novate or transfer all or part of its rights or obligations under the Order without the prior written consent of Seller. Seller is entitled to assign, novate or otherwise transfer any rights and/or obligations under a Contract to any of its Affiliates or to a third party transferring or acquiring all or substantially all of the whole of a business to which a Contract relates. A person who is not a party to this Contract shall have no right to enforce any of its terms. These Terms constitute the entire agreement and understanding between Buyer and Seller in connection with the subject matter of the Order, and supersede all prior oral or written communications, representations or agreements in relations thereto.

SCHEDULE 1 – Governing Law and Jurisdiction

If Seller is in the country below:	Current Delivery INCOTERM	Governing Law is the laws of:	Exclusive Jurisdiction is:
Australia	FCA	State of Victoria, Australia	Courts of State of Victoria, Australia
Argentina	FCA	Argentina	National Commercial Courts of the City of Buenos Aires
Belgium	FCA	Belgium	Courts of Belgium
Brazil	FCA	Brazil	Courts of the City of Sao Paulo, State of Sao Paulo.
Canada	FCA	Province of Ontario (and the laws of Canada applicable therein)	Courts in Province of Ontario
Chile	FCA	Chile	Courts of the City of Santiago de Chile (Ciudad de Santiago de Chile)
China	FCA	People's Republic of China ("PRC")	Courts of Tianjin Province, PRC
Colombia	FCA	Colombia	Courts of the City of Bogotá
Czech Republic	EXW	Czech Republic	District Court in Olomouc
Denmark	EXW	Sweden	Jurisdiction of the Courts of Sweden within the District of Stockholm
France	EXW	France	Commercial court of Paris (Tribunal de Commerce of Paris)
Finland	EXW	Finland	Helsinki District Court ("Helsingin käräjäoikeus")
India	FCA	India	<p>Arbitration Rules of the Singapore International Arbitration Centre ("SIAC")</p> <p>The parties acknowledge and agree that:</p> <ul style="list-style-type: none"> i. any dispute arising out of or in connection with this Agreement, (including any question regarding its existence, validity or termination), shall be referred to and finally arbitration in Singapore in accordance with the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of three arbitrators, one to be appointed by the Seller, one to be appointed by the Buyer and one to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. ii. further, if the dispute relates to amounts due, owing or outstanding under any invoice issued by the Seller to the Buyer, and if the Seller so elects, such dispute shall be determined in accordance with the Expedited Procedure pursuant to Article 5 of the Arbitration Rules of the SIAC 2010. iii. the provisions of Part I (excluding section 9) of the Indian Arbitration & Conciliation Act, 1996 shall not apply to the arbitral proceedings. Prior or during the course of arbitration, the parties shall have the right to approach a court of competent jurisdiction to seek interim relief.
Indonesia	FCA	Republic of Indonesia	<p>Arbitration Rules of the Singapore International Arbitration Centre ("SIAC")</p> <p>The parties acknowledge and agree that: (a) any dispute arising under, out of or in connection with these terms and conditions (including any question regarding its existence, validity or termination or any unlawful act), shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of three arbitrators, one to be appointed by the Customer, one to be appointed by the Company and one to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English; (b) further, if the dispute relates to amounts due, owing or outstanding under any invoice issued by the Company to the Customer, and if the Company so elects, such dispute shall be determined in accordance with the Expedited Procedure pursuant to Article 5 of the Arbitration Rules of the SIAC 2010; (c) no party will be entitled to commence or file any action in a court of law relating to any dispute until the matter has been determined by the tribunal and then only for the enforcement of the arbitration award; (d) except as otherwise permitted in the Arbitration Rules, any decision of the Board tribunal in any matter will be final, binding and incontestable and may be used as a basis for enforcement thereon in Indonesia or elsewhere; (e) each party hereby renounces any right it may otherwise have to appeal or seek relief from the award or any decision of the arbitrators contained therein and agrees that, in accordance with Article 60 of Law No. 30 of 1999 of the Republic of Indonesia on Arbitration and Alternative Dispute Resolution (the "Arbitration Law"), no party shall appeal to any court the award or decision of the arbitrators contained therein; (f) each party waives the applicability of Article 48 of the Arbitration Law and agrees that arbitration need not be completed within a specific time..</p>
Ireland	EXW or FCA	Ireland	Irish Courts
Israel	EXW	Czech Republic	District Court in Olomouc

If Seller is in the country below:	Current Delivery INCOTERM	Governing Law is the laws of:	Exclusive Jurisdiction is:
Italy	FCA	Italy	Courts of Milan
Japan	FCA	Japan	Tokyo District Court
Mexico	FCA	Mexico	Courts of City of Mexico D.F., Mexico (Ciudad de México, D.F)
Netherlands	FCA	Netherlands	Jurisdiction of the Courts situated in such jurisdiction
New Zealand	FCA	New Zealand	Courts of New Zealand
Norway	EXW	Sweden	Jurisdiction of the Courts of Sweden within the District of Stockholm
Peru	FCA	Peru	Courts of the City of Lima, Peru
Saudi Arabia	FCA	Saudi Arabia	Courts of Riyadh
Singapore	FCA	Singapore	Courts of Singapore
South Africa	FCA	Republic of South Africa	High Court of South Africa
South Korea	FCA	South Korea	Courts of South Korea
Spain	FCA	Spain	Courts of Madrid
Sweden	EXW	Sweden	Jurisdiction of the Courts of Sweden within the District of Stockholm
Taiwan	FCA	Republic of China (Taiwan)	Courts of the Republic of China (Taiwan)
Thailand	FCA	Thailand	Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") The parties acknowledge and agree that: a) any dispute arising under, out of or in connection with this contract, (including any question regarding its existence, validity or termination), shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of three arbitrators, one to be appointed by the Seller, one to be appointed by the Buyer and one to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. b) further, if the dispute relates to amounts due, owing or outstanding under any invoice issued by the Seller to the Buyer, and if the Seller so elects, such dispute shall be determined in accordance with the Expedited Procedure pursuant to Article 5 of the Arbitration Rules of the SIAC 2010.
Turkey	FCA	Turkey	Istanbul courts
UAE	FCA	Dubai International Financial Centre (DIFC)	DIFC courts
UK	EXW	English	English Courts
USA	FCA	Delaware Law	Delaware Courts
Venezuela	FCA	Venezuela	If Buyer is domiciled in Venezuela , any dispute, claim, controversy and/or difference arising out of or in connection with this Agreement shall be definitively settled by institutional arbitration, pursuant to the procedures, terms and other rules provided for arbitration in the Rules of Arbitration of the Business Center for Conciliation and Arbitration ("CEDCA"), in effect on the date of the controversy. Arbitration shall be performed by three (3) arbitrators appearing in the arbitrator list of the CEDCA, from which two (2) shall be appointed separately by each of the parties. The third arbitrator, who shall be the President of the Arbitration Tribunal, may be appointed by agreement between the parties or, in the absence of agreement, by the Executive Committee of the CEDCA according to the manner and terms established in the Rules of Arbitration of the CEDCA. The arbitrators shall be arbitrators at law and will always take into consideration the terms of this agreement and the commercial rules, uses and practices of the Republic of Venezuela. The arbitration award may not be appealed and, except with respect to the nullity appeal provided for in Article 43 of the Commercial Arbitration Law, any additional appeal or remedy will not be accepted against it. The arbitration shall be carried out at the Arbitration Center of the CEDCA and the language to be used in the arbitration will be Spanish. As a result of this arbitration agreement, the parties waive to submit their claims before any ordinary local or foreign judges; therefore, the submission to arbitration provided for in this clause must be construed as exclusive and, therefore, excluding the ordinary jurisdiction. If Buyer is domiciled in a country other than Venezuela , all disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Miami and shall be conducted in the English language