GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. THIS PURCHASE ORDER IS AN OFFER TO PURCHASE GOODS AND/OR SERVICES AS SET FORTH ON THE FACE HEREOF. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER: SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS ORDERED; COMMENCEMENT OF PERFORMANCE OR INFORMING THE BUYER IN ANY MANNER OF PERFORMANCE; OR RETURNING SELLER’S OWN FORM OF ACKNOWLEDGEMENT EXPRESSLY ACKNOWLEDGING THE TERMS SET FORTH ON THE FACE HEREOF. ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION ON SELLER’S ACKNOWLEDGEMENT FORM, OR OTHERWISE COMMUNICATED BY SELLER IN ACCEPTING THIS ORDER SHALL BE DEEMED TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER’S TERMS AND CONDITIONS. TO THE EXTENT THIS ORDER IS IN ANY WAY DEEMED TO BE AN ACCEPTANCE OF A QUOTATION OR OTHER OFFER BY SELLER, ANY SUCH ACCEPTANCE IS EXPRESSLY CONDITIONED UPON THE CONSENT OF THE SELLER TO THE TERMS AND CONDITIONS OF THIS ORDER.

2. PRICE AND DELIVERY. Seller shall furnish the goods covered by this order (the “Goods”) or the services covered by this order (the “Services”) in accordance with the prices and delivery schedule stated on the face of this order. Time shall be of the essence with respect to Seller’s performance hereunder. Seller shall notify Buyer of any event or circumstance that may prevent performance or delivery by the due date, and without limiting Buyer’s other rights and remedies, Seller shall take all necessary steps to limit damage caused to Buyer in such case. In the event Seller does not provide Goods or Services by the due date, then Seller shall be liable to Buyer for an amount computed as follows: 

\[ P = V \times \frac{R}{1000} \]

where \( P \) = the amount to be paid to Buyer for the late delivery, \( V \) = the amount corresponding to the delayed part of the purchase order, and \( R \) = number of days of delay. In addition to such amount, Seller shall reimburse Buyer for any liquidated damages or penalty that Buyer would be bound to pay its customers because of Seller’s delay. The amounts in the foregoing two sentences are not exclusive of other amounts that Buyer may claim, and are in addition to any other damages and remedies available to Buyer under these terms and conditions or otherwise at law, on account of Seller’s delay.

If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes and other government charges, including but not limited to all federal, state, and municipal sales, use or excise taxes, or any customs
duties. Buyer’s payment shall be due in accordance with the payment terms specified on the face of this order.

Seller warrants that the prices charged for the Goods or Services ordered will be as low as the lowest prices charged by Seller to any customers purchasing similar goods or services in the same or similar quantities and under like circumstances.

Buyer may return, or store at Seller’s expense any Goods delivered more than three (3) days in advance of the delivery date specified for such Goods.

Over-shipments are unauthorized quantity overages at Buyer’s facility, whereby the quantity received exceeds the purchase order quantity. Buyer reserves the right to return the over-shipped quantity, or the entire received lot, to Seller, debiting Seller for the cost of the material and the cost for transportation incurred.

3. PACKING AND SHIPPING. No charge shall be made by Seller for packaging or storage. Unless otherwise specified by Buyer, all Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. Seller shall mark on containers the handling and loading instructions, shipping information, order number, item and account number, shipment date, and name and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment.

4. F.O.B., TITLE AND RISK OF LOSS. Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer’s location designated on the face of this order. If transportation is F.O.B. Seller’s location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer’s location, Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to Buyer, until delivery of the Goods to Buyer’s location.

5. INVOICING. After each shipment made or Service provided under this order, Seller shall send a separate invoice, including item numbers, in duplicate, accompanied (if applicable) by a bill of lading or express receipt. Payment of Seller’s invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under this order.

6. INSPECTION.

(A) All Goods may be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods purchased for a U.S. Government contract or subcontract) the U.S. Government, at all reasonable times and places. Without limiting the generality of the foregoing, Buyer may check, at any time and on Seller’s site, the performance of Buyer’s purchase order. If such
inspection or testing is made on Seller’s site, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this order, and for such longer periods specified by Buyer in its acceptance of the inspection system, if any.

(B) Final inspection and acceptance by Buyer shall be within thirty (30) days after arrival of the Goods at their destination unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of the location of Buyer where the Goods are received. If rejection of a shipment would result from Buyer’s normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge Seller the reasonable costs thereof.

(C) No inspection (including source inspection), tests, approval (including design approval), or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failures to meet the requirements of this order, or for latent defects, fraud, such gross mistakes as amount to fraud, or Seller’s warranty obligations. If the Goods are defective or otherwise not in conformity with the requirements of this order, Buyer may, by written notice to Seller: (i) rescind this order as to such Goods; (ii) accept such Goods at an equitable reduction in price; or (iii) reject such Goods and require the delivery of replacements. Deliveries of replacements shall be accompanied by written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) replace or correct such Goods and charge Seller the costs thereof (including cover and any incidental costs); or (ii) terminate this order for cause as provided in Section 20(B) hereof. Rights granted to Buyer under this Section 6 are in addition to any other rights or remedies provided elsewhere in this order or in law.

7. WARRANTIES. In addition to all other express or implied warranties, Seller warrants that the Goods will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the detailed designs provided by Buyer; (iii) in conformity with Buyer’s designs and specifications; (iv) suitable for the purposes intended by Buyer, and (v) in conformity with all the other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

In addition to any other rights Buyer may have, if Goods are found not to be as warranted within a period of one (1) year after acceptance by Buyer, Buyer may return such Goods to Seller, at Seller’s expense, for correction, replacement, or credit, as Buyer may direct. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this
Section 7 for the same period and to the same extent as Goods initially furnished pursuant to this order.

As to Services, in addition to any express or implied warranties, Seller warrants that it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the Services, and that such Services shall be performed in a safe and workmanlike manner, in accordance with the highest standards in Seller’s profession or industry. In addition to any other rights Buyer may have, if the Services are found not to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by Seller, Seller shall, at Buyer’s option, either refund to Buyer the amount paid for the Services, or perform the Services again in a proper manner to the extent necessary to provide Buyer with the result originally contemplated by Buyer.

8. MATERIALS AND TOOLS. If Buyer furnishes to Seller material or equipment (such as special dies, molds, jigs, tools, test equipment, masks, etc.) or pays for such materials or equipment, title thereto shall remain or vest in Buyer, and Seller shall label, identify, maintain and preserve such material and equipment and shall dispose of it (including scrap) only in accordance with Buyer’s direction. Unless otherwise authorized in writing by Buyer, Seller i) shall use such material or equipment exclusively in the performance of purchase orders from Buyer and ii) shall not relocate such material or equipment to the premises of any subcontractor or other third party. Seller shall be liable for any loss, damage, or destruction to such material or equipment, but Seller shall not include any insurance cost therefor in the prices charged under this order.

Seller shall ensure that Buyer may remove, from Seller’s premises or from the premises of any subcontractor or other third party, any material or equipment, as identified in this Section 8, at any time Buyer has a need to do so. Seller will promptly cause such material or equipment to be packed and shipped in accordance with Buyer’s written instructions.

9. PROPRIETARY INFORMATION. All written or verbal information obtained by Seller from Buyer in accordance with this order and which is identified as proprietary by Buyer, any designs, specifications or other information from Buyer that by its nature would reasonably be regarded as proprietary or a trade secret, and any other information of any nature related to performance of this order shall be received by Seller in confidence, shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this order. The provisions of this Section, and any other provision of these terms and conditions whose context so permits, shall survive termination or expiration of this purchase order.

10. SUBCONTRACTS. Seller shall not subcontract for complete or substantially complete parts of the work called for by this order without Buyer’s prior written approval. In the event that Buyer approves any such subcontract, Seller shall remain liable for performance of Buyer’s obligations in accordance with this order.
11. COMPLIANCE WITH LAWS; SAFETY; PROTECTION OF PERSONAL INFORMATION. Seller shall comply with all applicable laws, ordinances, rules and regulations, including, without limitation, those that relate to environmental matters, employment, health and safety, anti-corruption, competition, intellectual property and confidentiality, and also including, without limitation, Executive Order 11246 as amended, the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resource Conservation and Recovery Act, and all applicable requirements of the Fair Labor Standards Act. Seller represents and warrants that it is presently in compliance with such laws, ordinances, rules and regulations. Seller has read, understands and agrees to comply with the Dover Supplier Code of Conduct, a copy of which may be found at www.dovercorporation.com under the Governance section. Seller shall not knowingly provide any tantalum, tin, tungsten or gold or their derivative metals or minerals (the “Minerals”) mined from Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic where such Minerals directly or indirectly finance or benefit illegal armed groups. Upon request, Seller shall provide Buyer with evidence of Seller’s due diligence performed in compliance with this provision. Seller will defend and hold Buyer harmless from any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any such law, ordinance, rule, regulation or Code of Conduct or with respect to the Minerals.

Seller and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Seller shall provide to Buyer at the time of initial shipment or request, a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substance sold hereunder as required by any applicable federal, state, or local law, ordinance, rule or regulation. Such sheet shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910.1200) and all applicable state regulations.

Buyer requests that its suppliers provide certification that the materials purchased by Buyer are Peanut/Tree Nut (PTN) free. PTN compliance requires that the supplier provide certification to Buyer that no Peanut- or Tree Nut- (PTN) based products are utilized or contained in the products that the supplier provides to Buyer. This would include the packaging used to ship such products. Upon request from time to time by Buyer, Seller shall provide a certificate regarding PTN compliance, in such form as is reasonably satisfactory to Buyer.
Seller and its subcontractors who need to enter onto Buyer’s site to perform Services or to provide Goods are deemed to be aware of and shall comply with all applicable legal provisions relating to health and safety and Buyer’s internal policies and procedures. On Buyer’s request, any such persons may be subject to investigation prior to entry onto such site.
Seller shall implement reasonable safeguards to protect the personal information of individuals that Seller receives in connection with this order. Seller shall comply, and take such actions as are requested by Buyer so that Buyer may comply, with any applicable laws relating to the protection of such personal information.

12. LIEN WAIVERS. Seller shall furnish, upon Buyer’s request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order and shall indemnify Buyer against all costs, loss or liability incurred by Buyer as a result of any failure by Seller or any other person to comply with the provisions of this Section 12.

13. PATENT, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.

(A) Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents, copyrights or trade secrets or other intellectual property rights relating to the maintenance, sale, or use of the Goods, except for any such infringement resulting from Seller’s compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement.

(B) Buyer shall have the right, at no additional charge, to use and/or reproduce Seller’s applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relating to the foregoing literature and documentation with timely notification in writing.

(C) Buyer shall exclusively own any patent, copyright or other intellectual property rights in any new intellectual property conceived or created pursuant to this order. Any such copyrightable work by Seller shall be deemed to be a work made for hire and owned by Buyer. Seller shall execute any assignments and take such other actions as may be reasonably requested by Buyer to register or protect Buyer’s interest in such intellectual property.

14. LIABILITY FOR INJURY. Seller shall indemnify Buyer and hold Buyer harmless for and against any and all claims, costs, losses and liabilities caused by the Goods or Services performed by Seller (whether performed on the premises of Seller or Buyer or elsewhere) or any negligence, willful misconduct or breach of this order by Seller or any of its employees, agents or contractors, including, without limitation, claims for personal injury and property damage (including but not limited to response or remedial action costs associated with damage to the environment or to natural resources), costs of recall, lost production and losses due to business interruption. Seller shall defend at its sole cost and expense any action brought against Buyer as a result of any such personal injury or property damage. Seller shall carry and maintain insurance coverage
sufficient to cover the above, and upon Buyer’s request shall furnish Buyer with satisfactory evidence of such insurance.

15. ASSIGNMENT. Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent. If Buyer consents to any such assignment, Seller shall remain liable to Buyer for the acceptable performance of this purchase order.

16. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

17. CESSATION OF PRODUCTION. If production of any Goods, or the provision of any Services, is to be permanently discontinued at any time within one (1) year after final delivery of such Goods or Services under this order, Seller shall give Buyer at least one hundred eighty (180) days prior written notice of such discontinuance, during which time Seller shall accept orders from Buyer for a reasonable quantity of such Goods or Services.

18. PUBLICITY. Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer, except as may be required to perform this order.

19. CHANGES. Buyer may, at any time, by written change order, suspend performance of this order, in whole or in part, make changes in the drawings, designs, specifications, method of shipment or packing, or time or place of delivery of the Goods, reschedule the Services, or require additional or diminished Services. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates or both, and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 19 may, at Buyer’s option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within ten (10) days from the date of receipt by Seller of the change order. If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property.

Buyer’s engineering and technical personnel are not authorized to change the Goods or Services ordered or any other provision of this order. No change order will be binding on Buyer unless issued by an authorized representative of Buyer’s purchasing or sourcing office. If Buyer changes only part of its order, the part of the order that is not affected by such change shall remain in effect. Nothing in this Section 19 shall excuse Seller from proceeding with the order as changed.
20. TERMINATION.

(A) Without Cause. Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller. Upon such termination, Seller shall discontinue production of the Goods or provision of the Services for which the order was terminated. In such case, Buyer shall be liable for the cost of any materials specially ordered to fulfill Buyer’s order or for the reasonable value of Services performed to the date of termination, but in any event for not more than the price described in Section 2. Buyer shall not be liable, in such case, for any standard Goods or re-useable materials purchased by Seller to fulfill this order. Buyer shall be entitled to receive any specially ordered materials paid for by Buyer pursuant to this Section. Seller must submit any claim for equitable adjustment or termination to Buyer within thirty (30) days after the effective date of termination, or such claim shall be absolutely and unconditionally waived.

(B) With Cause. If Seller fails to make delivery of the Goods, or fails to perform the Services, in accordance with the delivery dates specified in this order, or fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and does not cure such failure within ten (10) days after notice from the Buyer, Buyer may, in addition to any other right or remedy provided by this order or by law, terminate all or any part of this order by written notice to Seller without liability and purchase substitute goods elsewhere, and Seller shall be liable to Buyer for any excess cost occasioned Buyer thereby. Seller shall continue performance of this order to the extent not terminated pursuant to this Section 20(B).

If this order is terminated as provided in this Section 20(B), Buyer, in addition to any other rights provided herein, may require Seller to transfer title and deliver to Buyer (i) any completed Goods, and (ii) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of this order.

21. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure in performance of any of its obligations under this order to the extent that such delay or failure is directly caused by an event that was not reasonably foreseeable and is beyond the control of such party. The party whose performance is affected by such event shall immediately notify the other party of such event and its consequences on the affected party’s performance. If any such event delays or would delay Seller’s performance by more than ten (10) days, then Buyer, upon notice to Seller, may terminate this order without any further liability for Goods or Services that have not then been delivered to Buyer.
22. **WAIVER.** The failure of Buyer to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect. If any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

23. **APPLICABLE LAW, DISPUTE RESOLUTION AND VENUE.** The validity, performance, and construction of this order shall be governed by the laws of the State of New Hampshire. Any controversy or claim arising out of or related to this order, or breach thereof, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association and the venue for any such arbitration shall be Keene, New Hampshire. Judgment upon the award rendered by the arbitrator(s) shall be entered by a court, either state or federal, of appropriate jurisdiction in New Hampshire.

24. **DISPUTES.** Any dispute arising under this order which is not disposed of by agreement of the parties shall be decided by a court of competent jurisdiction. Pending settlement of final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with Buyer’s direction.

25. **COMPLETE AGREEMENT.** This order, and any supplemental sheets and riders annexed hereto by Buyer, contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to such subject matter.