
GENERAL TERMS AND CONDITIONS OF SALE FROM PSG's UNITED STATES LEGAL ENTITIES

ARTICLE I ORDER OF PRECEDENCE

1.1 **TERMS AND CONDITIONS.** These General Terms and Conditions of Sale ("Terms and Conditions") shall apply to all sales of products ("Products") and/or services ("Services") by **PSG California LLC** and/or **Dover Pumps and Process Solutions Segment, Inc. dba "Blackmer"** ("Company") to the purchaser thereof ("Buyer"). Buyer shall be deemed to have accepted and agreed to these Terms and Conditions by purchasing Products and/or Services from Company. Notwithstanding anything herein to the contrary, if a written agreement signed by both parties is in existence covering the sale of the Products and Services covered hereby ("Company Agreement"), the terms and conditions of said Company Agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

ARTICLE II PURCHASES

2.1 **PURCHASE ORDERS.** All purchase orders must (a) be submitted in English; (b) be on Buyer letterhead; (c) include complete billing and shipping addresses; (d) include a purchase order number; (e) include the complete item number, Product description, quantity, and net price in USD; (f) include any requirements for certifications, tests or drawings; (g) include complete shipping instructions; (h) include Company quotation number(s), if any; and (i) when placing a purchase order for pumps, include the complete pump model and the complete pump nomenclature. All purchase orders placed by Buyer for Products and/or Services shall be subject to these Terms and Conditions and an order confirmation from Company accepting the purchase order for the Products and/or Services (the "Order Confirmation"). These Terms and Conditions, together with the Order Confirmation and any other document referenced herein are hereby collectively referred to as the "Contract". If any provision in the Order Confirmation is inconsistent with these Terms and Conditions, the provision of the Order Confirmation will govern. No additional or different terms or conditions in any purchase order or any modifications, changes or amendments to this Contract shall be binding upon Company unless specifically agreed to in writing by an authorized representative of Company. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or other communication or otherwise, are hereby rejected and shall not apply. The lack of objection by Company to any additional, modifying, or deleting provisions contained in any purchase orders or other communications from Buyer shall not be construed either as a waiver of the terms of this Contract or as an acceptance by Company of any deviation from this Contract.

2.2 **PRICES.** All quotations made by Company are conditioned upon the terms of these Terms and Conditions. Price quotations, unless otherwise stated, will expire thirty (30) calendar days from the date issued and may be terminated at any time upon notice to Buyer. No order shall be binding upon Company until an Order Confirmation is issued by an authorized representative of Company. All published prices for Products and/or Services are subject to change without notice, provided that Company shall not change the prices of any Products and/or Services under an accepted purchase order. Prices for Products do not include transportation charges, insurance costs, export/import duties, licenses or fees, or any tax or governmental charge of any nature whatsoever. Prices for

Services also assume Company will have free use and ingress/egress to and from Buyer's work site for Company crews without additional cost or payment of any permit or work fees.

2.3 **CHANGE ORDERS AND CANCELLATIONS.** Changes and/or additions to the terms of any Contract shall only be made by a written change order agreed to by Buyer and accepted by Company in writing. Any such written change order shall describe the change in Products, quantity, and price, scope of Services or estimated delivery dates affected by the change order. All change orders will be subject to additional charges for factory costs incurred, including but not limited to: (a) a \$100 minimum change order fee; (b) special order components; (c) manufacturing completed prior to such change order; (d) engineering time; (e) restocking fees; and (f) freight and transportation fees. In the event an order is cancelled after the Order Confirmation has been issued, a cancellation charge based on the percentage of work performed by Company will be assessed. The minimum cancellation charge for any cancelled order is 20% of the net price. All cancellation requests must be submitted in writing.

2.4 **TAXES, FEES AND DUTIES.** All freight, transportation charges, insurance costs, tariffs, export and import duties, custom broker's charges, licenses, fees, taxes and other such charges (collectively, "Fees and Taxes") shall be paid by Buyer. Buyer shall promptly reimburse Company for any Fees and Taxes paid by Company. Any claim for exemption by Buyer shall, if applicable, be effective only after receipt of proper exemption forms by Company. Company will prepare export packaging when requested (at an additional quoted price), and furnish pro forma export invoices and export declarations according to its best ability and judgment, but without liability for fines or other charges due to unintentional error or incorrect declarations.

2.5 **SHIPMENT AND DELIVERY.** Unless otherwise agreed in writing between the parties, all delivery dates are approximate. Unless otherwise set forth in the Order Confirmation, all shipments are Ex Works (EXW) Company's facility (Incoterms 2020). Company reserves the right to make delivery in installments, unless otherwise expressly agreed to in this Contract; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent shipments. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Title to Products will pass to Buyer upon Buyer's payment in full for Products. Risk of loss of the Products will pass to Buyer when the Products are delivered to freight carrier at Company's loading location at Company's facility. Company's responsibility for damaged Products ceases upon acceptance by the carrier and all claims for loss or damage occurring after acceptance by the carrier must be filed by Buyer with the carrier. In the event of (a) shortage, (b) visible damage, (c) concealed damage or (d) loss occurring prior to acceptance by the carrier, a claim must be made in writing by the Buyer against Company within ten (10) days from the date of receipt of the Products at Buyer's facility. Buyer's failure to timely make any such claim shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Company may, at Company's option, require Buyer to (i) provide photographs or other documentation of such claim, and (ii) make the Products subject to the claim available for inspection by Company or its authorized representative in order to substantiate the grounds for rejection of the Products. All rejected Products must be returned to Company, at Buyer's

expense, prior to replacement by Company. Any of the Products whose manufacture or shipment is delayed by or through Buyer, may be placed in storage by Company and Buyer shall incur all costs associated with such storage.

2.6 **EXPEDITED ORDERS.** If Buyer has (a) requested a delivery date with a less than standard lead time; and (b) Buyer has obtained Company's prior written consent to expedite Buyer's order, such order shall be deemed to be an "Expedited Order." All Expedited Orders shall be subject to an additional charge of ten percent (10%) of the order price with one hundred U.S. dollar minimum (\$100); provided, however, that Buyer shall not be required to pay such charge if Company fails to deliver the Products to Buyer on or before the delivery date set forth in such Expedited Order. Company shall not otherwise waive any of its rights under the Contract or incur any liability to Buyer for any failure to timely deliver an Expedited Order.

2.7 **TERMS OF PAYMENT.** Unless specified otherwise by Company all Products and Services shall be invoiced upon shipment of the Products or completion of the Services. Buyer shall pay all amounts due within thirty (30) days from the date of Company's invoice, unless otherwise set forth in the Order Confirmation. Any amounts not paid by the applicable due date may be subject to a 1.5% per month interest charge or the maximum rate permitted by law. Buyer shall reimburse Company for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Buyer of this Contract. In addition to all other remedies available under the Contract or at law (which Company does not waive by the exercise of any rights under the Contract), Company shall be entitled to suspend the delivery of any Products and/or Services under the Contract or any other agreement between the parties, if Buyer fails to pay any amount when due hereunder. Buyer shall not withhold payment of any amount due and payable by reason of any set-off of any claim or dispute with Company, whether relating to Company's breach, bankruptcy or otherwise.

2.8 **SECURITY INTEREST.** As collateral security for the payment of all amounts due under the Contract, Buyer hereby grants to Company, a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under the Uniform Commercial Code. Buyer also hereby authorizes Company to file any initial UCC financing statements, continuation statements or amendments thereto necessary to effectuate and perfect such security interest and the proceeds thereof.

2.9 **WARRANTY.** The limited warranty applicable to the Products is located at the following URLs and is/are incorporated herein by reference.

- <https://www.psgdover.com/abaque/support/warranty>
- <https://www.psgdover.com/all-flo/support/warranty-registration>
- <https://www.psgdover.com/almatec/download-library/manuals>
- <https://www.psgdover.com/blackmer/support/warranty-information>
- <https://www.psgdover.com/envirogear/support/warranty>

- <https://www.psgdover.com/griswold/support/warranty-registration>
- <https://www.psgdover.com/neptune/download-library/manuals-ioms>
- <https://www.psgdover.com/wilden/support/warranty-registration>

COMPANY MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONFORMANCE TO DESCRIPTION, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE.

2.10 **RETURNS.** The provisions of this Section 2.10 shall not apply to the required return of Products by Buyer pursuant to Section 2.5. No returns will be accepted without a Return Material Authorization ("RMA") from Company's Customer Service/Sales Operations Department, which Company may grant or deny in its sole discretion. All RMAs will expire if the Products are not returned within thirty (30) days of the date of authorization. Company will not authorize the return of Products: (a) without the original invoice or sales order number; (b) more than twenty-four (24) months from the date of shipment; (c) which are not in "like new" and saleable condition, without the necessity of repackaging; (d) which are taken off assemblies (e.g. flanges, heads, etc.); (e) with limited shelf life, such as mechanical seals, elastomers, o-rings and gaskets; or (f) which are manufactured by a third party. Returned repair parts shall be subject to a restocking fee of twenty-five percent (25%) of the order price. All other returned Products shall be subject to a restocking fee of: (i) twenty-five percent (25%) of the order price if returned within twelve (12) months from the date of shipment or (ii) fifty percent (50%) of the order price if returned between twelve (12) and twenty-four (24) months from the date of purchase. Notwithstanding any of the above, PSG Distribution Channel Partner Program will inform Company decisions on annual returns from Buyer.

ARTICLE III INDEMNITY, LIMITATION OF LIABILITY

3.1 **BUYER INDEMNITY.** BUYER RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, WHETHER THIRD PARTY OR DIRECT, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES WHICH MAY BE INCURRED BY THE INDEMNIFIED PARTIES AS A RESULT OF CLAIMS ARISING OUT OF OR RELATING TO (a) THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY BUYER, ITS AFFILIATES AND THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY; (b) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER OR ITS AFFILIATES AND THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES; OR (c) THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR COMBINATION OF THE PRODUCTS WITH OTHER PRODUCTS, DEVICES OR SERVICES BY BUYER, ITS AFFILIATES, AND THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES.

3.2 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, EACH PARTY WAIVES ANY CLAIM AGAINST THE OTHER FOR ITS OWN LOST PROFITS OR LOSSES DUE TO BUSINESS INTERRUPTIONS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER SPECIAL DAMAGES, HOWEVER SAME MAY BE CAUSED, REGARDLESS OF THE FAULT (OTHER THAN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MALICE, OR INTENTIONAL TORT), NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE OR OTHERWISE), PRE-EXISTING DEFECT, OR STRICT LIABILITY OF THE RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF ANY PRODUCTS AND/OR SERVICES PURCHASED BY BUYER FROM COMPANY, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF FIDUCIARY DUTY, NEGLIGENCE, STRICT LIABILITY OR TORT, OR ANY OTHER LEGAL THEORY. BUYER AGREES THAT COMPANY'S ENTIRE LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY BUYER FROM COMPANY IS SOLELY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCTS AND/OR SERVICES TO WHICH THE APPLICABLE CLAIM RELATES. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE.

ARTICLE IV INTELLECTUAL PROPERTY

4.1 **CONFIDENTIAL INFORMATION.** Buyer shall keep in strict confidence all information which is of a confidential or proprietary nature (including any drawings, memoranda, ideas and information, technical or commercial know-how, specifications, inventions, processes or initiatives) and has been disclosed to Buyer by Company, its employees, agents or subcontractors, and any other confidential information concerning Company's business or its products or its services which Buyer may obtain. Buyer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging Buyer's obligations under this Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind Buyer. Buyer shall remain liable for a breach of such obligations by Buyer's employees, agents and subcontractors. Buyer shall only use or make copies of confidential information (including any reproductions, extracts or analyses of that confidential information) in connection with and to the extent necessary for the purposes of this Contract.

4.2 **INTELLECTUAL PROPERTY RIGHTS.** Company retains all right, title, and interest in and to all of the intellectual property rights related to the Products and Services, and Buyer hereby assigns to Company any right that it may be deemed to own therein. The sale of any Products or Services to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property ownership or license whatsoever.

ARTICLE V FORCE MAJEURE

5.1 **FORCE MAJEURE.** Company shall not be liable for damages under the Contract for a delay or failure in its performance under the Contract as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over Company, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities,

material or components from Company's usual sources; fires, floods or other catastrophes; pandemics/epidemics; acts of God, acts of omissions of Buyer or any causes beyond the reasonable control of Company and/or of its suppliers. Upon the giving of prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under this Contract, the time of performance by Company shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

ARTICLE VI APPLICABLE LAWS AND JURISDICTION

6.1 **GOVERNING LAW.** This Contract shall be governed by and be construed in accordance with laws of the State of New York without regard to conflict of laws principles.

6.2 **CONSENT TO FORUM.** Buyer hereby consents to the jurisdiction of any state or federal court located within the State of New York and consents that it may be served with any process or paper by registered mail or by personal service within or outside the State of New York in accordance with applicable law. Furthermore, Buyer waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. Nothing contained in this Section 6.2 shall limit or restrict the right of Company to commence any proceeding in the federal or state courts located in the state where Buyer resides or maintains its chief executive offices, as applicable, or in any other state, to the extent Company deems such proceeding necessary or advisable to exercise remedies available under the Contract.

6.3 **WAIVER OF JURY TRIAL.** COMPANY AND BUYER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THE CONTRACT.

ARTICLE VII MISCELLANEOUS

7.1 **SEVERABILITY.** Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

7.2 **WAIVER.** Either party's failure at any time to require strict performance by the other of any of the terms or provisions of this Contract shall not waive or diminish that party's rights thereafter to demand strict compliance therewith or with any other provision. Waiver by either party of any default by the other shall not waive any other or similar defaults by the other party.

7.3 **AMENDMENTS.** The Contract is the exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party, other than any Company Agreement. The Contract may only be amended in writing by authorized representatives of both parties.

7.4 **CAPTIONS AND HEADINGS.** The captions and headings of Articles and Sections of this Contract are for convenience and reference only and in no way define, limit or describe the scope or intent of this Contract or any provision thereof.

7.5 **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of Company, Buyer and their respective successors and permitted assignees. Buyer shall not assign its rights or obligations under this Contract (by operation of law or otherwise) without the prior written consent of Company. For purposes of this Contract, assignment shall include a sale of all or substantially all of the assets of Buyer and the change in control of Buyer in which more than fifty percent (50%) of the equity interests of Buyer cease to be beneficially owned by the direct or indirect equity holders of Buyer as of the date the Products and/or Services are purchased by Buyer.

7.6 **USE OF BUYER NAME.** Buyer agrees that Company may use Buyer's name in connection with the marketing and promotion of the Products and/or Services; provided, however, Buyer shall be given the opportunity to review and approve all such marketing and promotional materials using Buyer's name before use by Company.

7.7 **COMPLIANCE WITH LAW.** The Products and/or Services provided by Company hereunder were, or will be produced by it in compliance with the U.S. Fair Labor Standards Act 1938, as amended, when applicable. Each party will comply with U.S. Federal, state, and local laws and regulations applicable to it as of the date of the Order Confirmation.

Without limitation of the foregoing, Buyer and Company, including its affiliates and subsidiaries, are committed to conducting operations ethically and in compliance with all laws applicable to such commerce. This includes compliance with laws prohibiting commercial bribery, payments to government officials, money laundering, and other similar anti-corruption laws, and compliance with laws governing import and export restrictions, customs, duties, and taxes (together, the "Applicable Laws"). Additionally, Company has certain policies which may restrict activities of Buyer with respect to Company's products and services ("Applicable Policies"). Buyer agrees to comply with such Applicable Laws and Applicable Policies.

Buyer specifically acknowledges that Company is a part of a global enterprise and subject to the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010, US Export Administration Regulations, the US International Traffic in Arms Regulations, provisions of the Chemical Weapons Convention, US sanctions and embargos, and export control laws and regulations of other countries, including OECD restrictions and regulations, and Buyer shall not take any action which shall directly or indirectly cause a violation of those Applicable Laws with respect to Company's products, technologies, or services. Even where transactions may be permitted by Applicable Laws, Company's Applicable Policies prohibit sales of Company products to certain countries, transshipment sales to certain countries, and facilitation payments, and Buyer will take no actions which do not comply with Applicable Policies.

7.8 **EXPORT CONTROLS.** Buyer acknowledges that all shipments by Company are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Products. With respect to each Product shipment pursuant to this Contract, Buyer will obtain and supply to Company in writing all information required by Company to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Notwithstanding any contrary provision in this Contract, Company will have no obligation to make any shipment to Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any.

7.9 **SURVIVAL.** Sections 2.7, 2.8, 2.9, 2.10, and Articles III, IV, VI and VII will survive the expiration or earlier termination of the Contract, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.