AMOT Terms and Conditions of Sale

All quotations, products, and services provided by AMOT Controls Corporation, Roda Deaco Valve Inc., Amot Controls GmbH, Roper Industries Ltd., and Roper Industries Manufacturing (Shanghai) Co., Ltd. (collectively, "Seller") to its customer, distributor, original equipment manufacturer, end-user, or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein (collectively, "Terms"). By ordering and accepting delivery of tangible goods ("Products") and/or services ("Services") from Seller, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as set out in Seller's written quotation, order acknowledgment, and/or invoice, constitute the entire agreement between Seller and Buyer ("Agreement"), superseding all other communications and documentation. Seller hereby expressly rejects any different or additional terms or provisions, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of Products or performance of Services, even if receipt is acknowledged, and Seller shall not be required to separately object.

ORDERS & ACCEPTANCE: Orders must be presented in writing or via electronic means acceptable to Seller and will be considered accepted only by written or electronic order acknowledgment or shipment of the Products ordered or performance of the Services. Seller reserves the right, at its option and without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. Seller shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to and do so to accept the terms and conditions herein.

CHANGE & CANCELLATION: Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Seller. Costs and/or delays resulting from such changes will be solely determined by Seller and binding on Buyer. Seller's performance is subject to either pre-payment by Buyer or Seller's approval of Buyer's credit, and Seller may cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

SHIPMENT, INSPECTION, AND RISK OF LOSS: Seller will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent best current estimates only and Seller will have no liability for failure to perform within such dates. Unless otherwise agreed in Seller's written order acknowledgement, all shipments within the United States of America will be FCA origin and all orders outside the United States of America will be FCA (in each case per Incoterms 2020). Title and risk of loss will pass to Buyer when Products are delivered to carrier (subject to Seller's rights as an unpaid creditor) and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Buyer is responsible for all freight, shipping, handling, and insurance costs and any such amounts prepaid by Seller will be invoiced to and paid by Buyer. Buyer must inspect all Products upon arrival and provide written notice, within 5 business days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all Products will be deemed to conform to the order and deemed accepted. Use or resale of Products in any manner by Buyer or any of its employees, officers, directors, agents, representatives, contractors, licensees, or affiliates ("Representatives") after delivery without Seller's express written consent will also constitute acceptance. Any claim for loss or damage in transit should be made directly to the delivering freight carrier and/or insurance provider and will not affect Buyer's liability to pay the full invoice price to Seller.

PAYMENT: For customers without approved payment terms, all orders require payment prior to shipment by COD, letter of credit, or other payment method approved by Seller, unless otherwise specified in Seller's written quotation or acknowledgement. Seller's standard payment terms are Net 10, subject to credit approval. Payment terms, if any, require Seller's written approval and are calculated from date of invoice. Deposits or stage payments, if any, are non-refundable; no discount for early payment is authorized without Seller's written consent. If deemed necessary by Seller, partial shipments will be made and Buyer will be invoiced for each partial shipment. Payment terms will not be affected by any delay in delivery, installation or acceptance; provided, however, that if shipment of Products or performance of Services is delayed due to Buyer's acts or omissions, payment will be due on the scheduled shipment date, and the Products will be stored at Buyer's expense and risk for the duration of such delay. Notwithstanding credit approval, Seller reserves the right to modify payment terms if, in its sole opinion, the payment record or financial condition of Buyer warrants. If Buyer is delinquent in any payment due, Seller in its discretion may exercise any and all available remedies hereunder or at law, including set off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. A service charge of 1% per month may be charged on all past due balances. Seller reserves a purchase money security interest in the Products and any accounts receivable, general intangibles, or proceeds arising from the sale, license, or disposition of the Products, until the entire amount due Seller under this Agreement has been paid in full. If Buyer defaults and this account is turned over to an agency and/or attorney for collection, Buyer will pay all reasonable attorney fees and/or the cost of collection whether or not suit is filed.

LIMITED WARRANTY: Seller Products are warranted in accordance with the applicable limited warranty set out below ("Warranty"). The Warranty is effective only upon payment in full for the item(s) to be warranted, extends only to Buyer, and may not be transferred to third parties by operation of law or otherwise. The Warranty may be altered or terminated by Seller in whole or in part for future sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty or to assume for Seller any other liability in connection with its Products.

Seller Products: Each Product manufactured by Seller is warranted to be free from defects in material and workmanship under normal use and service for one year and begins on the date of shipment. This Warranty does not cover consumables or Services.

Third party Products: Products and software not manufactured by Seller are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. Seller will not be liable for any damage or loss of any nature with respect to such third party products or failure of any such supplier to perform under its warranty.

Limited Remedy: Any breach of the foregoing warranties must be reported prior to expiration of the applicable warranty period, and Buyer's exclusive remedy and Seller's entire liability for breach of the foregoing warranties will be repair or replacement, at Seller's option, of the non-conforming Product or part or, if neither is in Seller's opinion commercially feasible, refund of an amortized portion of the purchase price paid for the Product. Any replacement of Products or software may be made by substitution of similar or upgraded Products having the same or similar functionality.To obtain warranty service, Buyer must obtain from Seller a return authorization number and send the Product with a description of the issue to Seller**.** For repairs covered by Warranty, the Product will be returned to Buyer at Seller's expense. If Seller determines that an exclusion from coverage applies (see *Exclusions* below), or for service after expiration of the Warranty period, Seller will provide an estimate of repair costs and obtain authorization before commencing the work. Following non-warranty repair, the Product will be returned to the Buyer, and Buyer will be billed for the repair and return transportation charges.

Exclusions: Seller's Warranty does not cover defects or problems caused by Buyer's acts (or failure to act), the acts of others, or events beyond Seller's reasonable control. Without limiting the foregoing, any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of (1) accident, theft, misuse,

abuse, extraordinary wear and tear, or neglect, including without limitation damage in transit or storage, improper or inadequate handling, storage, care, or maintenance; (2) misapplication, improper use, or other failure to follow Seller's product instructions and safety precautions, including without limitation use or storage of Products outside of normal or specified operating or environmental conditions or specifications, or in a manner not authorized in the applicable Product documentation; (3) use of Products in conjunction with, physically installed on, or as a component of non-Seller equipment, hardware, software, components, services, accessories, attachments, interfaces, or consumables, other than those supplied or specified by Seller; (4) Products that have been repaired or maintained by anyone other than a Seller authorized service provider; (5) computer viruses, failure of electrical power, and other changes to the operating system or environment that adversely affect the Product, including without limitation acts of God, electrical power surges, or other causes external to the Products; or (6) latent defects discovered after expiration of the applicable warranty period. Modification, disassembly, rewiring, re-engineering, recalibration, and/or reprogramming of Products other than as specifically authorized by Seller in writing is prohibited and will void all warranties.

Certain Legal Limitations: The foregoing warranties give Buyers specific legal rights which may vary based on local law. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty and, for European customers, any terms herein limiting Seller's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

PRODUCT SPECIFICATIONS AND VALIDATION: All Products, when delivered by Seller, will conform to specifications as set out in Seller technical files; however, Buyer is responsible for validation of each specific Product application and any use of Products as a component of, physically installed on, or in conjunction with any Products not provided by Seller for such purpose, including all necessary testing and qualification, and will put in place all necessary protections to ensure that any failure or defect relating to Products will not result in any other or further liability, damage, or safety issues. Any description, sample, or model is for identification or illustrative purposes only and does not constitute a warranty of any sort. Seller's responsibility shall not include any further liability for or arising out of any non-Seller products in which or with which Seller's Products may be installed, combined, or used. Seller reserves the right to discontinue or change the design or specifications of its Products at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue Products or any material change in specifications affecting form, fit or function.

USE RESTRICTIONS & REQUIREMENTS: Buyer is responsible for compliance with all applicable laws, regulations, codes, recommendations, and requirements of government authorities and for obtaining all licenses and permits pertaining to the purchase, installation, operation, and/or use of the Products or their subsequent sale, shipment, transfer, or disposition, including any use or sale with or as a component of non-Seller products, it being understood that Seller makes no warranty of any kind regarding compliance with such requirements. All international orders are contingent upon approval of export licenses required by the Government. Buyer may not (1) modify, alter, disassemble, or make any changes to any Products by Seller, including but not limited to software, firmware, packaging, labels, and instructions for use, or permit any third party to do so, without Seller's prior written consent; (2) import, export, sell, transfer, service, store, handle, distribute, or use any product, or item supplied hereunder in any manner prohibited by applicable laws and regulations, including all applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by Seller herein, in the Product documentation, on Seller's website, or otherwise; or (3) make any representations or warranties on behalf of Seller as to the quality, merchantability, fitness for a particular use, or other features of the Products. Buyer agrees to hold Seller harmless from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of Buyer's breach of these Terms.

PROPRIETARY INFORMATION: Buyer acknowledges that Seller's Products and Services are based upon and embody various confidential and/or proprietary technology, processes, methods, information, and trade secrets of Seller and its suppliers and licensors. Seller and its suppliers or licensors (as applicable) shall exclusively own all inventions, technology, know-how, trade secrets, and other proprietary information of any kind used or embodied in the Products or Services, documentation, drawings, designs, specifications, software, and other items furnished by Seller, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("Proprietary Information"). Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, Seller's Proprietary Information and shall use the same solely as required for its authorized use of Seller's Products or Services as supplied hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, disassemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Products or Services, instructions, manuals, schematics, or other items provided by or on behalf of Seller, or permit any third party to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by Seller, or (3) disclose or use Seller's Proprietary Information for commercial purposes or in a manner detrimental to Seller. Disclosures of Proprietary Information may be made only to Buyer's Representatives having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its Representatives. It is agreed that any breach of this Section may cause Seller irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Seller to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

LIMITATION OF LIABILITY: No claims, regardless of form, arising out of the Products, Services or transactions to which these Terms apply may be brought by Buyer more than 2 years after the cause of action arises or performance is completed or terminated, whichever is earlier. With respect to bodily injury liability to third parties, each party will be responsible in such proportion as reflects its relative fault for damages arising from or related to the use or operation of Seller's Products; provided, however, that Seller will have no responsibility whatsoever and, unless prohibited by applicable law, Buyer will defend and hold harmless Seller from and against, any losses, liabilities, damages or injuries arising out of (1) the handling, storage, installation, operation, service, or use of any product in violation of these Terms, (2) any non-Seller or custom design, manufacture, or installation of Products pursuant to Buyer's requirements, specifications or designs. This Section states each party's entire liability for bodily injury. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST SELLER, AS

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MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.

Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

EXCUSABLE DELAYS: Seller will not be liable for non-performance or delay in performance when such delay is directly or indirectly caused by or in any manner arises from events beyond its reasonable control, including without limitation delay or failure to deliver by Seller's suppliers, fires, floods, accidents, riots, war, governmental action or embargoes, strikes, or shortages of materials or labor, or other causes (whether or not similar to those specified) beyond its control. For delays resulting from such causes, time for performance will be correspondingly extended, and Seller agrees to make, and Buyer will accept, delivery or performance at a reasonable time after the causes for delay or non-performance have been removed.

ASSIGNMENT: This order is not assignable without Seller's prior written consent. This Agreement is binding upon and enforceable against any successor or permitted assignee.

GOVERNING LAW:

North America: For sales of Products originating in North America, except where expressly prohibited by statutory or constitutional restrictions governing choice of law by a political subdivision, agency, or instrumentality, these Terms, all transactions to which they may apply, and any disputes arising out of Products supplied or Services performed hereunder will be governed by the laws of the State of Delaware and the United States of America, excluding any conflict of law provisions thereof. For sales of Products originating in North America, Buyer and Seller consent to the mandatory jurisdiction of the Federal or State courts of Houston, Texas, USA. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.

Europe: For sales of Products originating in Europe, except where expressly prohibited by statutory or constitutional restrictions governing choice of law by a political subdivision, agency, or instrumentality, these Terms, all transactions to which they may apply, and any disputes arising out of Products supplied or Services performed hereunder will be governed by the laws of the Englad. Buyer and Seller consent to the mandatory jurisdiction of the courts of England and Wales. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.

China: Notwithstanding the foregoing, if Buyer is registered under the laws of the People's Republic of China (including, for this purpose only, the Hong Kong and Macau Special Administrative Regions), any dispute arising out of or relating to this Agreement shall be determined by arbitration administered by the International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules (the "ICDR Rules") in force when the notice of arbitration is submitted in accordance with the ICDR Rules. The arbitral tribunal shall consist of three (3) arbitrators. Within ten (10) days after the commencement of arbitration, each Party shall appoint a person to serve as an arbitrator. The Parties shall then appoint the presiding arbitrator within ten (10) days after selection of the Party appointees. If any arbitrators are not selected within these time periods, the ICDR shall, at the written request of any party, complete the appointments that have not been made. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The arbitration shall be conducted in the English language in the SAR of Hong Kong, China. The Parties agree that the arbitral tribunal may award injunctive relief against any Party at its discretion according to the ICDR Rules. The arbitration award shall be final and binding on all the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.

WAIVER, SEVERABILITY: The failure of Seller to enforce any provision of this Agreement will not constitute a waiver of that provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be amended to achieve as nearly as possible the same economic and practical effect as the original provision and the remaining provisions of this Agreement will not be affected.

CREDIT REPORT AUTHORIZATION: Buyer consents to Seller's use of a consumer credit report to evaluate the credit worthiness of Buyer in connection with the extension of credit as contemplated by this Agreement.

RETURN POLICY: Other than returns of Products pursuant to valid warranty claims, Products may be returned for refund or credit only with advance written approval and a Returned Goods Authorization Number ("RGA Number") from Seller. The RGA Number may be obtained by contacting Seller's sales department. Proof of purchase is required. The RGA Number must appear on all shipping documents and related correspondence. Products returned without such approval may be returned to Buyer freight collect. Returned Products must have been purchased within twelve months prior to the date of return and must be in the same condition as when they were shipped by Seller and in their original, unopened packaging. All returned Products must be sent by Buyer freight prepaid and properly boxed to prevent damage in transit. SELLER WILL NOT ACCEPT ANY C.O.D. PARCELS. Seller will inspect the product upon receipt and issue the credit based on the age, the condition of the Product, and these Terms. A minimum restocking charge of thirty-five percent (35%) of the invoiced price (excluding freight, taxes and expediting fees) will be charged for all returns. Special order items (that are not stock items of Seller) are not returnable or refundable under any circumstances.

OTHER DOCUMENTS: Additional terms and conditions as found on Seller's quotations, acknowledgements and invoices are to be considered as part of this Agreement. If Buyer has signed a separate purchase or supply agreement with Seller, the terms of that separate agreement shall govern over any conflicting terms herein. No purchase order or other document of Buyer that in any way modifies any of these Terms and Conditions will be binding upon Seller unless made in writing and signed by an authorized officer of Seller. Course of performance, course of dealing, and usage of trade shall not apply.

AMENDMENTS: These Terms and Conditions may be amended or modified by Seller at any time by delivering a copy of such modified Terms and Conditions to Buyer or by posting new Terms and Conditions online. Any attempt to alter, supplement, or amend this document or enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by Seller.

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