



## **CIRCOR AEROSPACE, INC. TERMS AND CONDITIONS OF SALE**

**1. ENTIRE AGREEMENT:** This agreement (the "Agreement"; or otherwise referred to as a "Purchase Order") is intended by CIRCOR Aerospace, Inc. ("Seller") and the Buyer (the "Buyer"; each, a "Party"; collectively, the "Parties") as the final expression of their agreement and is the complete and exclusive statement of the terms and conditions thereof notwithstanding any oral representations or statements to the contrary heretofore made. No modification hereof shall be effective unless in writing signed by both Parties and specifically stating it is such a modification. If terms or conditions are contained herein which are additional to or different from the Purchaser's order, then this acknowledgment supersedes the Purchaser's order.

**2. PURCHASE ORDER:** a. Any purchase order issued to Seller covering the sale of Seller's product ("Product") to Buyer ("Buyer's Purchase Order") shall be governed solely by these Terms and Conditions of Sale and any other mutually agreed upon provisions agreed to by both Parties in writing. Any verbal agreements are expressly excluded.

b. Buyer's Purchase Order shall include: i) Seller's part number and/or applicable specifications referenced in the Seller's quotation including the description of the part; ii) delivery dates per the Seller's quoted lead time; iii) price; iv) quantity; v) location to which the Product is to be shipped; vi) location and invoicing details where payment should be sent as set forth in Seller's quotation; vii) Buyer's Purchase Order number and Seller's quotation number, if applicable; viii) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable; and ix) the end-use and end-user of the Product ordered and whether the Product will be used for military or quasi-military purposes.

c. If Buyer requires Seller to provide data in relation to the Reach Regulation that results in Seller incurring obligations under that regulation, Buyer shall indemnify Seller for any costs or expenses incurred by Seller that arise out of or in connection with the fulfillment of any such obligations. Seller shall not be held liable for any delay arising out of the fulfillment of any such obligations.

**3. PRICES AND DISCOUNTS:** All prices and discounts are in accordance with the established price and discount schedules of Seller

**4. PRICE TERMS:** Unless otherwise agreed upon in writing by Seller, prices quoted are F.O.B. Sellers dock. The seller shall not be responsible for any storage, transportation, or similar charges incurred at destination.

**5. BOND PREMIUMS:** In the event Seller shall be required as a condition of the manufacture and sale of goods covered hereby to furnish a performance bond, all bond premiums and expenses in connection therewith shall be paid by the Purchaser in addition to the quoted purchase price.

**6. INTEREST:** Overdue invoices shall bear interest at the rate of 2% per month or a percentage allowable by applicable law, whichever is greater, on the unpaid balance from the past due date of the invoice.

**7. PAYMENT TERMS:** Subject to establishment of satisfactory credit, terms are strictly net 30 days (60 days for overseas shipments) after date of invoice payable in U.S. currency or, in the case of overseas shipments, in negotiable instruments which are to be transacted through a mutually acceptable banking establishment. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof.



**8. TAXES:** Any taxes imposed by federal, state, foreign, or local governmental authority on the sale or use of the goods covered hereby shall be paid to Seller by Buyer in addition to the quoted purchase price, unless the Buyer has filed a valid tax-exempt certificate with Seller. Notwithstanding anything to the contrary, if any changes that arise out of or in any way related to tariffs, taxes, or other similar charges are imposed on the Seller, the Seller shall be entitled to an equitable price adjustment.

**9. FUTURE PRICES:** Prices quoted herein are firm for shipment of the Products covered hereby within the issued quote validity or as negotiated on a current established Agreement. If a Purchase Order is issued outside of the quote validity prices are subject to change by Seller without notice. Delays in delivery caused by the Buyer shall subject the prices herein to escalation. Products held by Seller beyond the delivery date at the request of the Buyer will be invoiced on the date of completion and terms of payment will apply as from said invoice date. Products so delayed or held will be subject to charges for storage and all other expenses incident to such delay or holding.

**10. DELIVERY AND EXCUSABLE DELAY:** a. The delivery dates shown on Seller's quote is Seller's best estimate of the time Products will be shipped from the Seller's facility, and Seller assumes no liability for loss, damage, or consequential damages due to delays. Seller will prepare Products in accordance with its normal commercial practices. Delivery of parts related to such Products shall be F.O.B Sellers dock. Seller reserves the right to make partial shipments against the total Purchase Order requirements and delivery in advance of the scheduled delivery date whenever possible. Buyer's acceptance of late deliveries shall constitute a bar to a claim of late delivery. All shipping expenses from the FCA point to the Buyer, including any transportation or insurance costs, shall be borne by the Buyer. If Seller prepays such transportation costs, Buyer shall reimburse Seller upon receipt of an invoice for those charges. In the event of inability for any reason to supply the total demands for the Products specified in the Purchase Order, Seller may allocate its available supply of Products among any or all purchasers, as well as departments and divisions of the Seller, on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom. Title and risk of loss will pass to Buyer upon shipment from the Seller's facility. The seller is entitled to quote additional charges for any expedited shipments, special routing, packing, labeling, handling, or insurance requested by the Buyer.

b. Notwithstanding any other provision in these terms and conditions to the contrary, Seller shall not be liable for failure to perform any of its obligations under these terms and conditions arising out of causes beyond its reasonable control without Seller's fault or negligence, including, but not limited to, acts or omissions on the part of Buyer; acts of God; civil strife; labor strikes; actions on the part of the Government or sovereign government in its sovereign or contractual capacity; fires; floods; epidemics and pandemics; quarantine restrictions; or, freight embargoes, hereinafter referred to as an Excusable Delay. If an Excusable Delay event causes a Seller delay, then the date of Seller's performance shall be extended by the period of such delay or Seller may cancel Buyer's Purchase Order with respect to such delayed Product.

**11. CANCELLATION:** All orders are firm and are not subject to cancellation or change in specifications, shipping schedules or other conditions by the Buyer without the written consent of Seller, which will be given only upon the written agreement of the Buyer to compensate Seller for all expenses incident to such cancellation or changes.

**12. CREDITS AND RETURN OF PRODUCTS:** Products covered hereby may be returned to Seller for credit ONLY with the prior written approval of Seller and if accompanied by a completed "Return Goods Authorization" issued by Seller After inspection, report and review of circumstances, appropriate credit may be allowed only for current catalog items or parts, less reconditioning and restocking charges as applicable. Any credit allowed will be based on the selling price at the time of the original shipment from



Seller.

**13. WARRANTY:** Seller warrants to the original Buyer that the Products covered hereby manufactured by Seller will be free from defects in material or workmanship for a period of one year from the date of shipment from Seller under normal use and service. This warranty shall not apply to any goods damaged through improper installation, accident, negligence, abuse, or poor operating practices. This warranty does not apply to replacement parts which are not manufactured or supplied by Seller, nor does it apply to defects or damage caused by the use of parts not manufactured or supplied by Seller or by repairs not performed by Seller.

THE WARRANTY GIVEN IN THIS PARAGRAPH IS EXCLUSIVE, AND, EXCEPT AS SO WARRANTED HEREIN, THE PRODUCTS COVERED HEREBY ARE SOLD "AS-IS". THE SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING SUCH PRODUCTS AND/OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**14. WARRANTY OBLIGATION: REMEDY:** If any Products covered hereby manufactured by Seller are alleged to be defective under the warranty given in paragraph 13, the Buyer shall notify Seller in writing and, after receipt of shipping advice, the Buyer may return the alleged defective item to Seller, transportation charges prepaid by the Seller. If Products are found to be defective, Seller will, at its option, promptly correct or repair the item or replace it free of all charges.

The Parties hereto agree that the Buyer's sole and exclusive remedy against Seller shall be the correction, repair, or replacement as provided above and that Seller shall have no other liability, except said correction, repair or replacement, for any damages from any cause whatsoever. Buyer specifically agrees that no other remedy shall be available to the Buyer (including, but not limited to, special, incidental or consequential damages for personal injury, property damage, lost profits, repair or replacement costs, labor expenses, interruption of operations, or any other special, incidental or consequential damages) and that Seller shall in no event be responsible for same. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller has made or is willing and able to make said correction, repair or replacement. Seller neither assumes, nor authorizes any other person to assume for Seller any other liability in connection with the Products covered hereby.

**15. INDEMNITY:** Except to the extent of either parties willful misconduct or gross negligence, both parties hereby agree to indemnify and hold harmless the other party and its officers, directors, employees and agents from and against (i) all liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by, accrued against, be charged to, or be recoverable from buyer indemnitee, by reason of injury to or death of any person or persons, or by reason of loss of or damage to property, arising out of, or in any way connected with the products and/or technical publications and/or services and/or their use, and (ii) any and all claims, suits and proceedings brought in connection with the terms of this agreement against any or other third party. Buyer.

**16. RETURNS FOR NON-WARRANTY REPAIRS:** If the Buyer desires to return goods for repairs due to causes not covered under the warranty given in Paragraph 13, Buyer shall notify Seller and, after receipt of shipping advice, Buyer may return the item to Seller, transportation charges prepaid by the Buyer. When making any return, Buyer shall supply Seller with all possible information regarding the trouble experienced and complete details regarding the installation with which the item was used.

**17. LIABILITY:** Buyer shall remain primarily liable for the purchase price. Seller shall not be obliged to accept any term or condition of payment which will shift said liability to a third person not a party to the contract of sale, whether or not such third person is the United States government, its agents, or



instrumentalities.

**18. LAWS AND REGULATIONS:** Seller represents that the Products covered hereby are not manufactured or sold in violation of any federal, state, or local law or regulation. Seller makes no representation and assumes no liability regarding laws, regulations, import duties, or taxes of any foreign jurisdiction.

**19. DESIGNS:** All Seller's designs and specifications shown in catalogs are subject to change by Seller without notice.

**20. WEIGHTS AND DIMENSIONS:** Shipping weights and dimensions given in catalogs and drawings are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between such listed data and actual weight, or dimensions of goods shipped.

**21. SHIPPING AND PACKING:** All goods are carefully packed for shipment. Seller shall not be liable for any loss, delay, or damage after having received "in good order" receipts from the transportation company. All claims by the Buyer for loss, delay or damage shall be made directly to the carriers involved in the shipment. Seller will render all reasonable assistance to the Buyer in securing satisfactory adjustment of such claims. Products will be shipped by the method and via the carrier that Seller believes dependable unless a method or carrier is specifically designated by the Buyer in writing.

**22. SPECIFICATION CLAIMS:** Failure of the Buyer to make a claim in writing against Seller within ten (10) days after any delivery of any of the Products covered hereby shall constitute an irrevocable acceptance of the Products comprising the particular delivery and the Buyer's acknowledgment that the Products in said delivery meet the agreed specifications.

**23. WAIVER:** Waiver by Seller of a breach of any of the terms and conditions hereof shall not be construed as a waiver of any other breach.

**24. ASSIGNABILITY:** Neither this agreement nor any right or obligation hereunder is assignable by the Parties without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed, except to an assignee or successor in title (by merger or otherwise) to substantially all the assets of the Buyer. This agreement shall be enforceable against the assigns and successors of the Buyer.

**25. PARAGRAPH HEADINGS:** Paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.

**26. APPLICABLE LAW:** The construction, performance and completion of this agreement shall be governed by the laws of the State of New York. To the extent that the provisions hereof may at any time vary from the Uniform Commercial Code of the State of New York, the provisions hereof shall govern.

**27. INTELLECTUAL PROPERTY (IP) / IP INDEMNITY:** a. Background IP. Each Party shall retain ownership of intellectual property rights existing as of the Effective Date, or developed or acquired independently of the Project, and nothing in these terms and conditions shall assign any ownership to the other Party with respect to such intellectual property rights.

b. Individually Developed Foreground IP. The Parties acknowledge that the performance of this Agreement may result in the creation and development of certain Intellectual Property Rights (the "Foreground IP", the IP Rights related to those Foreground IP shall be referred to as "Foreground IP Rights"). The Foreground IP which will be developed by one single Party without any creative involvement of the other Party (the "Individually Developed Foreground IP") shall belong to the developing Party.

c. License of Seller's Background IP Rights. Supplier grants to Buyer for the term of these Terms and Conditions of Sale, an irrevocable, non-exclusive, worldwide, perpetual – royalty free license, with the limited right to grant sublicense, to use Seller's Background Intellectual Property Rights (the "Background IP", the IP Rights related to the Background IP shall be referred to as "Background IP Rights") to use and sell the Product as needed to incorporate the Product into its assembly.

d. Seller agrees to indemnify, defend and hold Buyer harmless from any and all third party claims resulting from any alleged infringement of patents, copyrights or other third party intellectual property rights, or from the misuse of third party trade secrets. Buyer shall give Seller prompt notice of any such claims. Buyer shall give Seller control of the defense of such claim and Buyer authorizes Seller to settle or defend such claims in its sole discretion on Buyer's behalf, subject to the provisions of the following sentence. Buyer shall assist Seller in defending any such claim (at Seller's reasonable expense) upon request by Seller. Should Buyer be enjoined from selling or using the Products as a result of such claim, Seller will, at its sole option and discretion, either (i) procure or otherwise obtain for Buyer the right to use or sell the Products; (ii) modify the Products so that it becomes non-infringing but still substantially meets the original functional specifications of the Products (in which event, for the avoidance of doubt, all warranties hereunder shall continue to apply unmodified); (iii) upon return of the Goods to Seller, as directed by Seller, provide to Buyer a non-infringing Product meeting the functional specifications of the Products.

28. COMPLIANCE WITH LAWS: Seller warrants that Products furnished by Seller under the Purchase Order shall comply with all applicable local, state, federal and all other applicable laws, ordinances and regulations, including those concerned with labor, environment and safety, as those laws, ordinances and regulations are amended from time to time.

29. CONFIDENTIAL INFORMATION: All confidential information ("Confidential Information") furnished hereunder shall remain the property of the Disclosing Party. The Parties acknowledge that each Party hereto and its employees, agents, affiliates or subcontractors (collectively, the "Recipient") may be exposed to certain Confidential Information of the other Parties to this Agreement (the "Disclosing Party"). Any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement may be used only for the purpose related to this Agreement. The Recipient (i) will hold the Disclosing Party's Confidential Information in strict confidence; (ii) will not disclose the Confidential Information to any third party without the written consent of the Disclosing Party and will take all reasonable steps to prevent such disclosure (which steps will include, without limitation, at least the same degree of care, but not less than a reasonable degree of care, and security precautions that the Recipient uses to protect its own confidential information); and (iii) will only use or disclose such Confidential Information within the Recipient's own organization on a need-to-know basis or to the extent required to be disclosed by the Recipient to comply with applicable laws or regulations or judicial order, in which event the Recipient shall provide prior written notice of such mandated disclosure to the Disclosing Party and shall cooperate with the Disclosing Party (at the Disclosing Party's expense) in connection with any efforts thereby to prevent or limit such disclosure. Moreover, the Recipient agrees to transmit Confidential Information only to the Recipient's partners, directors, officers, employees, agents, advisors, and affiliates or those of the Recipient's affiliates only on a need-to-know basis and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree to be bound by the terms of this section or a confidentiality agreement with terms at least as restrictive as those set forth herein. The Recipient will be responsible for any breach of any provision of this Agreement by the Recipient's affiliates, partners, directors, officers, employees, agents, and advisors and those of the Recipient's affiliates. Confidential Information will be maintained in confidence indefinitely. Each Party shall immediately notify the other in writing of any known or perceived

misappropriation or disclosure of the Confidential Information, whether such misappropriation or disclosure is a result of a negligent or an intentional act of the Recipient or a third party.

**30. EXPORT COMPLIANCE:** a. Buyer represents and warrants that it will comply with all applicable import and export control laws and regulations, including, without limitation, the United States Export Administration Regulation ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States Office of Foreign Assets Control Regulations, the United States Foreign Trade Regulations, European Union and country-specific import and export regulations including EU and/or country-specific sanctions regimes, and other applicable laws and regulations, and will retain documentation evidencing such compliance. The Buyer will obtain import and re-export approvals and licenses required for parts, transfers, services, and technical data delivered and will retain documentation evidencing compliance with those laws and regulations. Buyer agrees to indemnify and hold Seller harmless from any fines, penalties, or other liability imposed by any government entity arising from any failure of Buyer to comply with such laws and regulations.

b. Seller will deliver parts cleared for export, but Seller will not be liable to Buyer for any failure to provide Parts, services, transfers or technical data as a result of government actions that impact Seller's ability to perform, including, but not limited to i) any governmental failure to provide, or the cancellation of, export or re-export licenses; ii) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller's performance; or iii) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations or to assist Seller in acquiring the same. The Buyer shall not be relieved of its payment obligations if any of the above events occur.

c. If Buyer designates the freight forwarder for export shipments from the United States or any another country (whichever applicable), then, unless otherwise instructed or notified by Seller, Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. The seller will provide Buyer's designated freight forwarder with the required commodity information.

d. Where Buyer holds the design authority for a Part or otherwise possesses the relevant export classification for a Part, Buyer shall provide Seller with the relevant export classification data, such as, inter alia, classification numbers according to EU and/or country specific Military Lists, classification numbers according to Annex 1 of Regulation No 428/2009/EC setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (European Dual Use Regulation), Export Control Classification Number ("ECCN"), Harmonized Tariff Schedule ("HTS") code or International Traffic in Arms Regulations ("ITAR") classification, as applicable. Buyer shall provide updates to Seller in a timely manner as changes occur.

**31. LIMITATION OF LIABILITY: ALL LIABILITY OF SELLER IS PRECLUDED UNLESS SELLER IS LIABLE BECAUSE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.**

**NOTWITHSTANDING ANYTHING IN THESE CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE AND THE TRANSACTIONS ARISING OUT OF BUYER'S PURCHASE ORDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY**





**REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THESE CONDITIONS OF SALE.**

32. SETOFF: Buyer hereby expressly waives any right of offset it may have against the Seller, Seller's parent, subsidiaries, affiliates, or other divisions.

33. SURVIVAL: All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of these terms and conditions or any Purchase Order issued hereunder including, but not limited to, those addressing the following subjects: Export Compliance; Confidentiality; Intellectual Property; Intellectual Property Indemnity; Indemnification, Survival; Limitation of Liability and Warranty.

34. INDEPENDENT CONTRACTOR AND THIRD PARTY BENEFICIARIES: a. These terms and conditions and any Purchase Order issued hereunder shall not be construed as a teaming agreement, joint venture, partnership, or other such arrangement, is intended by these terms and conditions or any Purchase Order. Neither party shall be under any obligation to or with or give any compensation to the other party.

b. Except as expressly provided to the contrary in these terms and conditions, the provisions of these terms and conditions of sale are for the benefit of the parties hereto and not for the benefit of any third party.



**DOCUMENT REVISIONS:**

<b>001</b>	<b>Modification - 052025</b>	<b>1</b>
<b>000</b>	<b>Initial Release - 2018</b>	<b>-</b>