CIRCOR

TERMS AND CONDITIONS CIRCOR OF SALE (US/UK/EU/India)

1. Definitions

"Seller" means the CIRCOR entity issuing the quotation or order acknowledgment.
"Buyer" means the purchaser identified on Seller's quotation, acknowledgment, or invoice.
"Products" means goods, parts, assemblies, spares, software/firmware (if any), and documentation supplied by Seller.
"Confidential Information" means non-public technical, business, or proprietary information disclosed by either Party, including designs, specifications, pricing, processes, and software, excluding information that is public, independently developed, or rightfully known.
"Contract" means Seller's quotation, Seller's order acknowledgment, these Terms, and any mutually executed statement of work ("SOW"), in the order of precedence in §2.
"NCNR" means non-cancellable, non-returnable, and/or non-reschedulable items identified by Seller or reasonably treated as such due to manufacturing/procurement commitments.

2. Entire Agreement; Order of Precedence; Exclusion of Buyer Terms

2.1 The Contract is the entire agreement and supersedes prior discussions.
2.2 Any additional or conflicting terms in Buyer's PO, portal, click-through, or other documents are excluded unless Seller expressly agrees in a signed writing.
2.3 Order of Precedence in the event of a conflict: (1) Seller quotation, order acknowledgment; (2) these Terms; (3) mutually executed SOW.

3. Orders; Buyer Cooperation; Compliance Inputs

3.1 All purchase orders are governed solely by the Contract and shall include:
i) Seller's part number, applicable specifications
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
ix) the end-use and end-user of the Product ordered and whether the Product will be used for military or quasi-military purposes.
3.2 Buyer has an ongoing obligation to provide accurate end use, end user, classification, and other data reasonably required for product compliance and export/sanctions requirements.
3.3 Seller's compliance obligations extend only to applicable law; Buyer-requested reporting beyond legal requirements is at Buyer's cost.

4. Prices; Taxes; Adjustments

4.1 Prices and discounts are as stated in Seller's quotation or order acknowledgment (if conflicting, the most recent document controls).
4.2 Prices exclude taxes, duties, fees, and similar charges.
4.3 Unless otherwise quoted, Buyer is importer of record and responsible for import obligations.
4.4 If after quotation (i) material, energy, logistics, or labor costs increase by ≥10%, or (ii) legal/tariff/sanctions changes increase Seller's cost or time, Seller may adjust price and/or schedule to reflect such cost or time increases upon notice with reasonable supporting data.
4.5 The Parties will discuss in good faith the adjustment support provided. If Buyer reasonably rejects an adjustment and Seller cannot perform without it, Seller may treat the affected portion as cancelled by Buyer.
4.6 Any bond premiums, if required, are for Buyer's account.

4.7 India Stamping/Registration. Buyer bears stamping/registration required for enforceability in India and reimburses Seller's related costs.

5. Payment; Late Interest; Suspension; No Set-Off; Attorneys' fees

5.1 Payment Terms. Net 30 days from invoice date.
5.2 Buyer shall pay invoices in full without deduction, withholding, set-off, or counterclaim.
5.3 Past due amounts accrue 1.5% per month or the maximum lawful rate permitted by law. In EU/UK, Seller may elect contractual interest or statutory late-payment interest and fixed recovery sums where permitted. In the UK and EU, Seller may, at its sole option, apply the applicable statutory late payment regime (including statutory interest and any fixed sum and/or reasonable recovery costs) in lieu of the contractual rate.
5.4 Seller may suspend performance for overdue invoices or Buyer's adverse credit changes.
5.5 Except to the extent such limitations are prohibited by mandatory applicable law, Buyer waives set-off/counterclaim rights except for amounts finally adjudicated by a competent court or expressly agreed in writing by Seller.
5.6 The prevailing party may recover reasonable attorneys' fees and costs.

6. Delivery; Risk of Loss; Packaging; Freight

6.1 Delivery dates are estimates; Partial and early shipments are permitted.
6.2 Cross-border deliveries (outside of the U.S. or its territories) are FCA Seller's site (Incoterms 2020). U.S. domestic deliveries (where both Seller's facility and delivery address are within the U.S. and its territories) are FOB Origin (UCC).
6.3 Buyer pays freight and insurance from the delivery point unless otherwise stated. If Seller prepays, Buyer will reimburse. Buyer pays for expedited routing, special packing/labeling, and insurance requested by Buyer.
6.4 Buyer must note damage or shortage on the carrier receipt and pursue carrier claims.
6.5 Absent Buyer routing instructions accepted by Seller, Seller may select carrier and shipping method.

7. Excusable Delay (Force Majeure)

7.1 Seller is not liable for delay or non-performance caused by events beyond Seller's reasonable control, without Seller's fault or negligence, including Buyer's acts or omissions, epidemics, pandemics, cyber incidents, utility outages, shortages, labor disputes, logistics disruptions, war, terrorism, government actions or changes in law, export sanctions restrictions, and other similar events beyond Seller's reasonable control.
7.2 Performance dates extend for the duration of the event plus reasonable recovery time.
7.3 If such event continues for 60 days, Seller may cancel affected orders; Buyer shall pay for completed work and NCNR items.

8. Changes; Cancellation; Rescheduling

8.1 NCNR Default. Orders are NCNR except with Seller's written consent.
8.2 If cancellation/rescheduling is permitted, Buyer shall pay finished goods, work in process, NCNR/raw materials, reasonable overhead and profit, demobilization costs, and a 20% restocking fee (minimum USD 800 in invoice currency).
8.3 Changes require a written change order signed by both Parties.

9. Inspection; Acceptance

Buyer shall inspect promptly upon delivery. Products are deemed accepted unless Seller receives a detailed written rejection within 10 calendar days after delivery. Use, resale, or payment constitutes acceptance.

10. Title; Retention of Title; Security Interest

10.1 Title transfers upon Seller's receipt of full cleared payment.
10.2 Until payment is received, Buyer holds Products as bailee, does not encumber, stores separately and

insures them at full replacement value. Buyer will (at Seller's request) mark goods and storage locations to show Seller's ownership and will grant Seller (or its agents) reasonable site access during normal hours to identify and recover unpaid goods, in accordance with applicable law.
10.3 If payment is overdue, Seller may recover Products to the extent and manner permitted by law.
10.4 Where permitted, Buyer grants Seller a security interest (or local equivalent) in the Products and shall execute documents reasonably requested to perfect Seller's security interest.
10.5 In the U.S., Buyer grants Seller a purchase money security interest and authorizes UCC-1 filings.

11. Warranty; Remedies; Disclaimers
11.1 Seller warrants to the original buyer that Products manufactured by Seller will be free from defects in material and workmanship for 12 months from the earlier of delivery or notice of readiness for delivery.
11.2 Waranty exclusions include wear, misuse, modification, improper installation or storage, unauthorized repair, combination with non Seller items, or use of outside specifications.
11.3 Buyer must notify Seller in writing within 10 days of discovery and obtain a Return Merchandise Authorization ("RMA") before returning Products.
11.4 As exclusive and sole remedies to Buyer, Seller will repair, replace, or credit defective Products at its option.
11.5 Except as stated, Seller disclaims all other warranties, express or implied (including merchantability and fitness for a particular purpose), to the fullest extent permitted by law.
11.6 All Products returned to Seller for any reason must be thoroughly cleaned with all hazardous, toxic, or contaminating substances completely removed and neutralized. Seller may reject returns that do not comply.

12. Non-Warranty Returns and Repairs
Non-warranty returns require an RMA. Buyer pays inbound freight. Evaluation and repair are billed at Seller's then current rates.

13. Indemnities
13.1 Product Indemnity: Seller shall defend and indemnify Buyer against third-party claims that Products infringe valid patents, subject to Seller's standard indemnity conditions.
13.2 Buyer shall indemnify Seller from third-party claims, losses and expenses (including reasonable attorneys' fees) arising from Buyer specifications/design instructions, misuse, legal violations (including export control laws and regs), injury or property damages, recalls/field actions attributable to Buyer.
13.3 Buyer has no indemnity obligation to the extent claims are caused by Seller's negligence, gross negligence, or willful misconduct.
13.4 The indemnifying Party controls the defense and the other Party will provide reasonable cooperation.

14. Intellectual Property; License; IP Infringement
14.1 Each Party retains its background intellectual property. Seller owns improvements to Seller technology and any foreground IP developed by or for Seller, unless otherwise agreed in a signed development agreement.
14.2 Subject to full payment, Seller grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable license to use included software solely with the Products. This license is personal to Buyer and terminates upon Product disposal or transfer.
14.3 IP Modification Indemnity: Buyer shall defend and indemnify Seller against IP infringement claims arising from: (a) Buyer's modifications to Products or software; or (b) use outside specifications, except to the extent caused by Seller's negligence, gross negligence, or willful misconduct. This indemnity supplements Section 13.

15. Confidential Information
15.1 Each Party shall hold Confidential Information in strict confidence, use solely for Contract purposes, and not disclose without written consent.

15.2 Obligations survive termination for: (a) seven (7) years for business information; (b) ten (10) years for defense/aerospace technical information; (c) indefinitely for trade secrets.
15.3 Upon termination, promptly return or destroy all Confidential Information with written certification.
15.4 Breach may cause irreparable harm; disclosing Party entitled to injunctive relief and other remedies.

16. Export Controls; Sanctions
16.1 General Compliance. All Products and technical data are subject to U.S. and local export, import, sanctions, and anti-bribery laws. Each Party must comply with these laws.
16.2 Buyer Status and Licensing. Buyer represents that it and its affiliates are not on any government restricted party lists or subject to sanctions. Unless otherwise agreed, Buyer is responsible for obtaining required export/import licenses and authorizations. Seller is not liable if licenses are delayed, denied, or revoked, and Buyer must still accept and pay for Products.
16.3 Seller's Suspension Rights. Seller may refuse, suspend, or cancel performance if: (a) required authorizations are denied/delayed, (b) Seller reasonably determines compliance risk, or (c) Buyer becomes subject to sanctions. Buyer remains liable for completed work, NCNR items, and demobilization cost.
16.4 Prohibited Activities. Buyer may not export, re-export, or transfer Products to prohibited end-uses, end-users, or destinations. Diversion is strictly prohibited. Buyer must provide accurate end-use, end-user, and classification data when requested.
16.5 Third Party Compliance. If Buyer designates freight forwarders or logistics providers, Buyer is responsible for their compliance. All related costs, fines, and penalties are Buyer's responsibility.
16.6 Export Documentation Costs. If Seller agrees to export from its facility, Buyer pays all associated costs (certificates, licenses, consular documents, insurance, freight charges, storage). Seller prepares documents in good faith without liability for errors except for gross negligence.
16.7 Ongoing Obligations. Buyer must comply with all laws governing receipt, use, resale, or transfer of Products and obtain necessary government approvals. These obligations survive termination.

17. U.S. DoD / Defense Cybersecurity
17.1 Applies only to the extent the Contract involves U.S. DoD requirements or Controlled Unclassified Information.
17.2 Seller will maintain a security program aligned with NIST SP 800-171 where required.
17.3 Seller may implement additional security measures where reasonably required.
17.4 Where required, Seller will maintain an appropriate CMMC status.
17.5 Parties will cooperate regarding cybersecurity incident reporting.
17.6 Buyer must identify any mandatory cybersecurity flow-down requirements.

18. Government/Defense Contracting
Products are provided as commercial products or services and only mandatory flow-down clauses expressly identified in writing apply. Data/software rights are limited to those applicable to commercial items.

19. Product Compliance Allocation
19.1 Seller complies with laws applicable to it as manufacturer and seller at its place of manufacturing and shipment; Buyer is responsible for compliance relating to import, installation, operation, and resale in the destination country. Products are for professional/industrial use and not intended for household consumer use.
19.2 Seller will affix only conformity markings stated in the quotation. Buyer is responsible for additional conformity assessments, markings required for integration, installation and resale unless otherwise agreed in writing.
19.3 Parties will reasonably cooperate regarding legally required conflict minerals disclosures. Cooperation is subject to confidentiality, export controls, and reasonable burden; Buyer-requested reporting beyond legal requirements is at Buyer’s cost.
19.4 Aerospace specialty metals provenance requirements apply only where legally required.

20. Quality; Traceability; Counterfeit Prevention
Seller will provide a Certificate of Conformity and retain records for 10 years unless otherwise agreed. Buyer shall maintain traceability and prevent counterfeit parts, maintain full traceability to lot/serial number, and promptly quarantine/report suspected counterfeit or non-conforming items.

21. Recalls and Field Actions
If a recall or field action is required by law or mutually agreed, the Parties will cooperate. Costs are borne by the responsible Party, subject to §22.

22. Limitation of Liability
22.1 Nothing limits liability of each party for death or personal injury caused by negligence, fraud, or willful misconduct. Nothing in the Contract limits or excludes liability for gross negligence to the extent such limitation or exclusion is not permitted by applicable law. The Parties agree that the limitations and exclusions in this Section are reasonable within the meaning of the Unfair Contract Terms Act 1977.
22.2 Subject to §22.1, Seller shall not be liable for indirect, incidental, punitive, exemplary or consequential damages, even if advised of the possibility.
22.3 Seller's total liability shall not exceed the price paid (or payable) for the specific Products giving rise to the claim in the 12 months preceding the event. These limits apply regardless of theory of liability and survive failure of essential purpose.

23. Seller's Payment Protection; Assignment
Buyer remains fully liable for payment even if third parties (including governments, or insurers) render payments, make claims, or assert rights under the Contract. Seller retains the right to reject any third-party payment terms.
In the event of non-payment or insolvency of Buyer, Seller may reclaim Products in accordance with applicable law. Buyer agrees to cooperate fully with Seller in facilitating the reclamation process, including granting access to facilities where Products are stored.
Seller may assign receivables or this Contract (in whole or part) to affiliates or qualified subcontractors without Buyer consent, and such assignment does not relieve Buyer from its payment obligations. Buyer may not assign without Seller's prior written consent, not to be unreasonably withheld.

24. No Liquidated Damages
No liquidated damages, penalties, or set-offs for delay or performance apply unless expressly agreed in a signed writing.

25. Limitation Period
Any claim must be commenced within one (1) year (or the minimum period required by applicable law, whichever is longer) after the claim accrues; provided that this contractual limitation shall not apply to the extent prohibited by mandatory law (including Section 28 of the Indian Contract Act, 1872).

26. Insurance
Buyer shall obtain and maintain during the Contract term and for two (2) years thereafter:
(a) commercial general liability insurance ($2M per occurrence/$5M aggregate) and
(b) property insurance covering full replacement value of Products.
Buyer's insurance shall name Seller as additional insured and loss payee (property), be primary and non-contributory, include waiver of subrogation against Seller, and provide 30 days' notice of cancellation. Buyer shall provide certificates from A-VII rated insurers before delivery. Seller maintains insurance customary for its operations.

27. Data Protection
Each Party acts as an independent controller and shall comply with applicable data protection laws.
If a Party is determined to be acting as a processor for the other, the Parties shall promptly execute

Seller's Data Processing Agreement incorporating a valid transfer mechanism where required.
Neither Party shall transfer personal data outside the EEA/UK/US without ensuring adequate safeguards under applicable law.
Each Party shall notify the other without undue delay after becoming aware of a personal data breach that materially affects personal data received from (or processed in connection with) the other Party, and shall provide reasonably available information needed for the other Party to meet its legal obligations.
Parties will cooperate in the event of a personal data breach affecting shared data.

28. ESG Compliance; Sustainability Reporting
Each Party shall comply with applicable human rights, modern slavery, and environmental laws. Parties will reasonably cooperate regarding legally required ESG reporting.

29. Independent Contractors
The Parties are independent contractors and no partnership or joint venture is created.

30. Waiver; Severability
Failure to enforce any provision is not a waiver. Invalid provisions do not affect the remainder of the Contract.

31. Notices; Electronic Signatures
Notices may be delivered by email and electronic signatures are binding. Emails are deemed received on the business day sent if before 5 pm recipient's local time, otherwise next business day.

32. Governing Law; Jurisdiction
US: New York law and courts in New York County.
UK: Laws and courts of England and Wales. Buyer to appoint agent for service on request.
EU: Laws and courts of EU Member State where the CIRCOR entity issuing the quotation or order acknowledgment is domiciled.
India: Indian law and courts of Seller's registered office jurisdiction.
CISG excluded. Either Party may seek interim relief in any competent court.

33. Survival
Clauses relating to payment, confidentiality, IP, export controls, warranties, liability limits, and governing law survive termination.

34. Designs; Weights/Dimensions; Software License
34.1 Seller design and specifications may change subject to price adjustments where reasonably necessary or desirable for (i) compliance with applicable law or standards, (ii) safety, (iii) supply chain continuity/obsolescence, (iv) quality or performance improvement, or (v) cost efficiency.
34.2 Shipping weights and dimensions are approximate.
34.3 Embedded software or firmware is licensed, not sold, on an object-code basis under non-exclusive, non-transferable, non-sublicensable terms and may only be used with the Products. No reverse engineering, copying, or sublicensing is permitted.