# Terms and Conditions of Sale

**Performance Pneumatics**

**Effective April 15, 2026**

**Gast Manufacturing, Inc.**
**Gast Group Limited**
**Gast JUN-AIR Europe B.V.**

**AIRTECH Europe Spain S.L.**
**AIRTECH Group, Inc.**

**US Valve Corporation (incl. d/b/a Champion Valve)**

**1. Agreement**

**a**. Except as may be expressly stated otherwise in the final offer, final quote or other final proposal submitted to Buyer by Seller in writing, by fax or by email ("Final Proposal"), these Terms and Conditions shall apply with respect to the supply of all products and components and parts therefor ("Products") and/or the provision of all services ("Services") by or through any Performance Pneumatics Unit ("Seller") to (i) any person or entity to whom these Terms & Conditions are furnished or made available with an offer, quote or proposal submitted by Seller, through Seller's website, or otherwise and (ii) any person or entity affiliated with any person or entity to whom these Terms & Conditions are furnished or made available (collectively, "Buyer"). The Final Proposal and these Terms and Conditions together shall constitute the full, complete and final agreement and understanding between Buyer and Seller with respect to the supply of Products and/or the provision of Services by or through Seller. These Terms and Conditions together with the Final Proposal constitute the "Agreement", provided, however, that to the extent there is any conflict between these Terms and Conditions and the Final Proposal, the provisions of the Final Proposal shall control over the provisions of these Terms and Conditions. All Products supplied and all Services provided by or through Seller will be deemed to be supplied and provided solely upon and subject to the provisions of the Agreement, unless Buyer and Seller have negotiated and signed a separate formal written agreement for the supply of Products and/or the provision of Services that specifically refers to the Agreement and expressly states that it controls over the Agreement (an "Other Agreement"), in which event, if there should be any conflict between such Other Agreement and the Agreement, the provisions of such Other Agreement will control, but solely with respect to the particular Products supplied and/or the particular Services provided under such Other Agreement.

**b.** Seller objects to and rejects any provisions of any documentation submitted by or on behalf of Buyer, including but not limited to, any request for proposal, statement of work,

purchase order, terms and conditions, release or shipping documents, or web portal acceptance ("Buyer Documentation"), that differ from the provisions of the Agreement. No acknowledgement or acceptance by Seller of any Buyer Documentation shall create an Other Agreement or otherwise constitute acceptance of or agreement to any provisions of any Buyer Documentation that differ from the provisions of the Agreement. Seller's acknowledgment of Buyer Documentation shall merely constitute an acknowledgement of Seller's receipt of such Buyer Documentation and Seller's acceptance of Buyer Documentation shall merely constitute an acknowledgement of the particular Products and/or Services ordered by Buyer, the dates requested by Buyer for shipment or delivery of such Products and/or performance of such Services, the instructions of Buyer for shipment of such Products, and/or the price to be paid for such Products and/or Services, in each case, (i) only to the extent consistent with the provisions of the Agreement and (ii) without constituting acceptance of or agreement to any terms or conditions set forth or referenced in such purchase order that differ from the provisions of the Agreement.

**c.** The Agreement may be amended, modified or superseded only in a written instrument signed by Buyer and Seller that specifically refers to the Agreement and expressly states that it amends the Agreement.

**2. Price and Surcharges**

Prices are subject to being adjusted due to extraordinary market conditions. As used herein, “extraordinary market conditions” means any increase in the cost of fulfilling and/or delivering an order caused by changes in the market or for any other reason that is outside of Seller's control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which results in a price increase above the price listed in the Final Proposal or acknowledgment. Changes in price will be applied from the date on which customs duties or other “extraordinary market conditions” are entered into force or passed on to Seller. Amounts may fluctuate in response to changing tariff structures or trade policies. Buyer agrees to promptly pay any such increase as set forth in an invoice.

Unless stated otherwise in the Final Proposal, all prices are FCA (Incoterms 2020) Seller's facility, and all prices are net prices to Seller and do not include any freight, shipping, special packaging or handling, insurance, or taxes, levies, duties, tariffs, customs or other fees or charges of any nature imposed by any governmental authority, all of which (including any related withholding) will be the sole responsibility of and be required to be paid by Buyer. In the event Seller pays any freight, shipping, special packaging or handling, insurance, or taxes, levies, duties, tariffs, customs or other fees or charges that are the responsibility of Buyer, Seller may invoice Buyer therefor. Buyer's refusal or inability to accept or take delivery of Products shall not excuse Buyer from making payment for Products. If Buyer requests a change to the Product, Seller may impose additional equitable charges.

**3. Payment Terms**

Seller may invoice Buyer for Products upon shipment, and Seller may invoice Buyer for Services upon performance; provided, however, that (i) if Buyer requests a delay in shipment of Products, Seller may invoice Buyer for such Products prior to shipment, and (ii) if Buyer requests a delay in performance of Services, Seller may invoice Buyer for such Services prior to performance. Unless provided otherwise in the Final Proposal, all payments must be made to Seller in the same currency as the relevant prices. If payment terms are stated in a Final Proposal, the payment terms for Products and Services shall be the payment terms stated in the Final Proposal. If payment terms are not stated in a Final Proposal, the payment terms for Products and Services shall be net thirty (30) days after date of invoice. Whether or not payment terms are stated in a final Proposal, Seller reserves the right, in its sole discretion, to require payment for Products in advance of production, in advance of shipment (e.g., C.I.A.), or upon delivery (e.g., C.O.D.) and to require payment for Services in advance of performance, if and whenever the account of Buyer or any of its affiliated entities with Seller or any of its affiliated entities is not current or Seller feels insecure concerning its receipt of payment. Payments by wire transfer shall be made in accordance with the wire transfer instructions set forth in Seller's invoice. Payments by check shall be sent to the payment location specified in Seller's invoice and otherwise be made in accordance with the payment instructions set forth in Seller's invoice. Acceptance of payment by credit card is at the sole discretion of Seller, and, if Buyer pays by credit card, a convenience fee may be charged. Each shipment of Products shall be considered a separate and independent transaction for which Buyer must make payment. If any amount payable to Seller by Buyer is not paid when due, Seller shall be entitled to recover from Buyer all attorneys fees and other costs and expenses it may incur in seeking to collect such past due amount and shall have the right to impose on Buyer a late charge on the past due amount from the date due until paid at the rate of 2% per month or, if less, the highest rate permitted by law. Seller may pursue a collection action against Buyer in any court of competent jurisdiction to collect any past due amount.

**4. Security for Payment**

To secure the due and punctual payment of the price for Products and Services and other amounts payable to Seller by Buyer, Seller shall have and retain, and Buyer grants to Seller, a first lien and security interest in all Products, in all Other Products (as defined in Paragraph 8 (Other Products) below), and in all proceeds in respect of Products and Other Products. If the price for any Products or Services or any other amount payable to Seller by Buyer is not paid when due, Seller shall have and may exercise any and all rights and remedies of a secured party under Applicable Law and any and all other rights and remedies it may have by contract, at law or in equity. In addition to the rights and remedies it may have under

Applicable Law or otherwise have by contract, at law or in equity, subject to Applicable Law, Seller shall have the right to withhold shipment of Products, to recall and retake Products, to repossess Products, to take possession of Other Products, and to direct Buyer's customers to make payment directly to Seller for Products and Other Products; provided, however, that Seller shall exercise such rights only through judicial proceedings when required by Applicable Law. Seller shall have the right to execute such documents, make such filings and take such other actions in its own name and/or in the name of Buyer and to require Buyer to make such filings, execute such documents and take such other actions, as Seller may deem necessary or appropriate from time to time to evidence and confirm its first lien and security interest and exercise its rights and remedies as a secured party.

**5. Shipment, Delivery, and Performance**

Seller will ship Products to the address and endeavor to use the carrier specified by Buyer in the relevant Buyer Documentation. If the relevant Buyer Documentation specifies "common carrier" or no carrier is specified, the Products will be shipped via such means as Seller selects in its sole discretion. All quoted, proposed, agreed and scheduled shipment, delivery and performance dates are merely estimates, and Seller shall have no liability or responsibility for any penalties or damages in connection with late shipment or delivery of Products or late performance of Services. If any export approvals, authorizations licenses or permits are required in respect of any Products or Services, Seller shall not be required to ship such Products or perform such Services unless and until all such required export approvals, authorizations licenses and permits have been obtained.

Shipments and deliveries of Products and performance of Services may be made where reasonably necessary due to production capacity, logistics constraints, or the nature of the Products, subject to Seller providing Buyer with reasonable advance notice of the proposed delivery schedule. Title and all risk of loss or damage to each Product shall pass to Buyer upon deposit of such Product with the carrier for shipment in accordance with Incoterms set forth in the Final Proposal, and Seller shall have no liability or responsibility for any loss or damage to a Product thereafter. Buyer requests to delay or expedite any shipment of Products must be made at least 14 days prior to scheduled shipment and are effective only if agreed to in writing by Seller. If Buyer requests shipment of Products be delayed or rescheduled for greater than ten (10) days after the confirmed ship date, then upon the expiration of such ten (10) day period, Buyer shall pay to Seller, a storage and handling fee equal to one tenth of one percent (0.10%) per day of the purchase order value for each day the shipment is delayed, with a maximum storage and handling fee of ten percent (10.0%) of the purchase order value. The parties agree that such amounts are a reasonable pre-estimate of the damages Seller will suffer as a result of delay based on circumstances existing at the time the purchase order was issued and are to be assessed as liquidated damages and not as a penalty. Requests to delay shipment

that are not agreed by Seller shall be treated as Buyer's cancellation. Seller may impose any additional costs for expediting shipment, including but not limited to overtime labor, expedited shipping charges, and expedite fees paid for parts or materials.

If Buyer fails to schedule a pick up within two (2) business days of being advised that Products are ready for shipment, or fails to make a pick up when scheduled, Seller may impose storage and handling charges in connection with the failure. If pursuant to the terms of the purchase order, Buyer has elected to use a freight forwarder and/or carrier selected by Buyer, and shipment of the Products does not take place on or prior to the confirmed ship date as a result of Buyer's failure to arrange for Buyer's freight forwarder and/or carrier to take delivery of the Products on the confirmed ship date, then, upon five (5) business days' notice to Buyer (which may be by email), (i) Seller shall be entitled to ship the Products to Buyer using a freight forwarder selected by Seller CPT Destination freight prepaid and billed and invoice Buyer for such charges; and (ii) Buyer shall pay to Seller such invoiced charges net thirty (30) days after date of invoice. If Seller exercises its rights under this paragraph, title and risk of loss shall pass to Buyer in accordance with the Incoterm as specified in the Order Acknowledgment. Any claim that the wrong Product or the wrong quantity of Product was shipped must be asserted within 30 days of the date of shipment, and, unless written notice of a wrong Product or a wrong quantity of Product is received by Seller within 30 days after the date of shipment, Buyer shall be barred from asserting any claim for wrong Product or wrong quantity of Product in connection with a shipment.

**6. Software**

To the extent that any Product or Service includes software in any form, including firmware ("Software"), such software is not sold to Buyer or its customers, but is only licensed on a limited, non-exclusive basis in the form delivered by Seller for use by Buyer and its customers with such Products or Services. In the case of Software, all references in these Terms and Conditions or any offer, quote or other proposal to "sell," "purchase" or the like will be deemed to mean a license to use such Software as provided in this Paragraph 6. Buyer shall not, and Buyer shall take reasonable measures to ensure that its customers do not, duplicate, distribute, modify, reverse-engineer or derive the source code for any Software, remove any copyright or other notices from any Software, or use any Software in any way except as authorized by Seller.

**7. Prototypes, Drawings, Etc.**

As between Buyer and its customers, on the one hand, and Seller and other Performance Pneumatics Units, on the other hand, Seller and/or another Performance Pneumatics Unit shall own and retain all right, title and interest in and to all prototypes, drawings, schematics, designs, specifications, samples, molds and other tooling, and technical

documentation that may be prepared, created or provided wholly or partially by Seller and/or another Performance Pneumatics Unit in connection with any Products or Services ("Prototypes, Drawings, Etc."), notwithstanding any suggestion or other contribution that Buyer or any of its customers may make relative to improvements in, or changes with respect to, such Prototypes, Drawings, Etc. Prototypes, Drawings, Etc, may be used only for Products supplied by Seller and/or another Performance Pneumatics Unit and Services provided by Seller and/or another Performance Pneumatics Unit and only as authorized by Seller and/or another Performance Pneumatics Unit, and Buyer shall not, and Buyer shall take reasonable measures to ensure that its customers do not, attempt to use Prototypes, Drawings, Etc. other than for Products supplied by Seller and/or another Performance Pneumatics Unit and Services provided by Seller and/or another Performance Pneumatics Unit or in any other manner attempt to misuse or misappropriate any Prototypes, Drawings, Etc..

**8. Other Products**

In the event that any Product is incorporated or installed in, or combined with, another product, material, component or part by Buyer ("Other Product"): (i) Seller shall have no risk, liability, obligation or responsibility of any kind with respect to such Other Product, and (ii) Buyer shall be solely liable, obligated and responsible for all Other Products in which it may incorporate or install, have a third party incorporate or install, or authorize a third party to incorporate or install any Products and/or with which it may combine, have a third party combine, or authorize a third party to combine any Products.

**9. Limited Warranty - Products**

**a.** Seller warrants to Buyer that, for the applicable Warranty Period, (i) each Product will be free of defects in workmanship and material, and (ii) if the Final Proposal states that a Product is to conform to specified drawings or samples or be made of specified materials, such Product will conform within any specified or customary tolerances to the specified drawings and samples and be made of the specified materials.

**b.** In the event of a breach of the warranty set forth in subparagraph (a) above, Buyer must notify Seller thereof within the Warranty Period for such Product and within 10 days of Buyer's discovery of such breach. Unless Buyer notifies Seller of a breach of the warranty set forth in subparagraph (a) above within the Warranty Period for a Product, Seller shall have no liability or obligation with respect to a breach of the warranty set forth in subparagraph (a) above.

**c.** If warranty period is stated in a Final Proposal, the Warranty Period for a Product shall be the warranty period stated in the Final Proposal. If a warranty period is not stated in a Final Proposal, the Warranty Period for a Product shall be as follows:

| | |
|---|---|
| Gast Products | 12 months |
| JUN-AIR Products | 24 months |
| AIRTECH Products | 15 months |
| US Valve Products | 12 months |

The Warranty Period for all Products commences on the date of shipment.

**d.** Buyer's sole and exclusive right and remedy, and Seller's sole and exclusive liability and obligation, for a breach of the warranty set forth in subparagraph (a) above shall be that Seller will either repair or replace the relevant Product or refund or credit to Buyer the price Buyer paid therefor. **Seller reserves the right to use reconditioned parts for warranty repairs and to use reconditioned Products for warranty replacements.** The decision whether to repair, replace, refund or credit or to use reconditioned parts or Products shall be made by Seller in its sole discretion. Repaired Product and replacement Product shall be warranted only for the remainder of the original warranty period.

**e.** Seller shall have the right to require that a Product that is the subject of a warranty claim be returned to Seller or another Performance Pneumatics Unit for inspection and evaluation. In returning Products, Buyer shall comply with Seller's Return Goods Policy (See Paragraph 16 (Returns) below).

**f.** The warranty set forth in subparagraph (a) above will not apply, and Buyer shall have no right or remedy and Seller shall have no liability or obligation under the warranty set forth in subparagraph (a) above, if: (i) a Product is altered, changed, modified or tampered with in any way, other than an alteration, change or modification made by or with the authorization of Seller; (ii) a Product is damaged after deposit with the carrier for shipment; (iii) a Product is not properly preserved, packaged, stored, processed or handled after receipt (In the case of a Product that is static sensitive and capable of being degraded, damaged, or destroyed by electrostatic charges or discharges, the following EDS requirements apply: (A) such Product must be preserved, packaged, and stored in a manner that prevents exposure to the generation or discharge of electrostatic voltages; and (B) such Product must be processed and handled in accordance with IEC 61340-5-1 Ed. 1.0b:2007 Electrostatics - Part 5-1.); (iv) a Product is not used and maintained in accordance with Seller's recommended operating and maintenance manuals, instructions and procedures, if any; (v) a Product is not properly incorporated or installed in, or not properly combined with, an Other Product; (vi) the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, a failure, substandard performance or other issue with another product, material, component or part not supplied by Seller or another Performance Pneumatics Unit, including but not limited to, a product, material, component or part supplied by Buyer or from a source directed by Buyer; (vii) the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, compliance with any design, specification or other

specific requirement of Buyer; (viii) a Product is used in a manner, with a substance or for a purpose other than the normal manner, substance and purpose for which it is intended or is otherwise subjected to abnormal use or service; (ix) a Product is subjected to a power surge, brown out or other similar occurrence; (x) the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, normal wear and tear of such Product (including, without limitation, things such as worn seals, breakage of syringe needles, etc.); (xi) the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, reagents or other substances used in or with such Product (including, without limitation, things such as clogged passages or valves, damage due to corrosive or insoluble substances, etc.); (xii) a Product is used for a purpose or application for which it is unfit, unsuitable or inappropriate (whether or not a particular use or application for a Product is identified, Buyer shall be solely responsible for determining the fitness, suitability and appropriateness of Products for the purposes and applications for which they are used by Buyer and its customers); or (xiii) the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, a change in safety, health or other governmental or regulatory standards, mandates or other requirements after the date of manufacture of such Product.

**10. Limited Warranty - Services**

**a.** Seller warrants to Buyer that Services will be performed by qualified personnel in a workmanlike and professional manner.

**b.** In the event of a breach of the warranty set forth in subparagraph (a) above, Buyer must notify Seller thereof within a period of 30 days after the relevant Services are performed. Unless Buyer notifies Seller of a breach of the warranty set forth in subparagraph (a) above within the period set forth in this subparagraph (b), Seller shall have no liability or obligation with respect to such breach.

**c.** Buyer's sole and exclusive right and remedy, and Seller's sole and exclusive liability and obligation, for a breach of the warranty set forth in subparagraph (a) above shall be that Seller will either reperform the relevant Services to the extent not properly performed or refund or credit to Buyer the price Buyer paid therefor. The decision whether to reperform, refund or credit shall be made by Seller in its sole discretion. Any reperformed Services shall be warranted as set forth above.

**d.** The warranty set forth in subparagraph (a) above will not apply, and Buyer shall have no right or remedy and Seller shall have no liability or obligation under the warranty set forth in subparagraph (a) above, if a failure to properly perform Services is directly or indirectly attributable to, or directly or indirectly results from or arises out of (i) compliance with any directions, instructions or requirements of Buyer, or (ii) any action, inaction, error or omission of Buyer or any other person or entity other than Seller and its employees and agents.

**11. Disclaimers and Limitations**

**a.** THE WARRANTIES, RIGHTS AND REMEDIES SET FORTH IN PARAGRAPHS 9 (LIMITED WARRANTY - PRODUCTS) AND 10 (LIMITED WARRANTY - SERVICES) ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES, RIGHTS AND REMEDIES PROVIDED TO BUYER WITH RESPECT TO PRODUCTS AND SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS AND REMEDIES, EXPRESS, STATUTORY OR IMPLIED, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, RIGHTS AND REMEDIES, EXPRESS, STATUTORY OR IMPLIED, IN RELATION TO ANY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, COMPATIBILITY OR INTEROPERABILITY WITH OTHER PRODUCTS, ACCURACY, PERFORMANCE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT FOR THE LIABILITIES AND OBLIGATIONS IMPOSED ON SELLER UNDER PARAGRAPHS 9 (LIMITED WARRANTY - PRODUCTS) AND 10 (LIMITED WARRANTY - SERVICES) ABOVE, NEITHER SELLER NOR ANY OTHER PERFORMANCE PNEUMATICS UNIT SHALL HAVE ANY LIABILITY OR OBLIGATION TO BUYER IN CONNECTION WITH THE FAILURE, IMPROPER PERFORMANCE, MALFUNCTION, INACCURACY OR NON-CONFORMANCE OF, OR ANY DEFECT OR DEFICIENCY IN, ANY PRODUCT OR SERVICE.

**b.** Seller does not make, agree to or undertake, and does not authorize Buyer or any other person or entity to make, agree to or undertake in the name or on behalf of Seller and/or another Performance Pneumatics Unit, any warranty, liability, obligation, right or remedy with respect to any Product or Service other than the express warranties, liabilities, obligations, rights and remedies set forth in Paragraphs 9 (Limited Warranty - Products) and 10 (Limited Warranty - Services) above.

**c.** Statements and data relating to Products and Services on website and in promotional, marketing and technical literature and materials of Seller and/or another Performance Pneumatics Unit are not warranties. Statements and data that Seller and/or another Performance Pneumatics Unit may provide concerning performance of Products are not intended to define the performance of any Product under actual conditions or for specific uses and applications, and should not be relied upon by Buyer and its customers in determining the fitness, suitability or appropriateness of Products for specific purposes and applications. Neither Seller nor any other Performance Pneumatics Unit guarantees or warrants the fitness, suitability or appropriateness of any Product for any specific purpose or application, and neither Seller nor any other Performance Pneumatics Unit shall have any liability or obligation if a Product is used for an application for which it is not fit, suited or appropriate. Buyer and its customers will have the sole responsibility for determining the fitness, suitability and appropriateness of Products for specific purposes and applications. Without in any way limiting the forgoing, Buyer and its customers assume all risks associated with the use of Products and

Other Products for purposes and applications that carry the risk of death, personal injury, illness, damage to property or environmental harm, including, but not limited to, medical applications and applications involving hazardous, corrosive, or radioactive substances or systems or processes involving such substances ("High Risk Applications").

**d.** Chemical Compatibility Guides provided by Seller and other Performance Pneumatics Units include general compatibility information on various materials and chemicals that has been obtained from suppliers of such materials and chemicals and other third-party sources and has not been independently tested or verified. Chemical Compatibility Guides are not intended to define the fitness or suitability of any Product for use with any material or chemical and should not be relied upon by Buyer or any user of any Product in determining the fitness or suitability of a Product for use with any material or chemical. Seller makes no guarantee and provides no warranty or representation of any kind, express or implied, concerning the fitness or suitability of any Product for use with any material or chemical, and neither Seller nor any other Performance Pneumatics Unit shall have any liability or obligation of any kind if Product is used with a material or chemical for which it is not fit, suited or appropriate.

**e.** The warranties, rights and remedies set forth in Paragraphs 9 (Limited Warranty - Products) and 10 (Limited Warranty - Services) above extend solely to Buyer and to no other person or entity, including, without limitation, any customer of Buyer.

**f.** Seller shall have no liability or obligation for any loss of or damage to products, materials, components or parts furnished by Buyer that occurs during processing or assembly.

**g.** To the maximum extent permitted by law, under no circumstances shall Seller, another Performance Pneumatics Unit, and/or any director, officer, partner, manager, employee, attorney, agent or representative of Seller and/or another Performance Pneumatics Unit be liable for any penalties or any indirect, consequential, incidental, special, punitive or reliance damages, including, without limitation, lost or unrealized sales, revenues, profits, income, cost savings or business, lost or unrealized contracts, loss of goodwill, damage to reputation, loss of property, loss of material being processed, loss of information or data, loss of production, downtime, or increased costs, in connection with any Product or Service or otherwise in connection with the Agreement or any Other Agreement, even if Seller and/or another Performance Pneumatics Unit is advised or placed on notice of the possibility of such damages and notwithstanding the failure of any essential purpose of any Product or Service.

**h.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF SELLER AND THE OTHER PERFORMANCE PNEUMATICS UNITS IN CONNECTION WITH ANY PARTICULAR PRODUCT OR SERVICE COLLECTIVELY EXCEED THE AMOUNT PAID TO SELLER FOR SUCH PARTICULAR PRODUCT OR SERVICE.

**12. Confidential Information**

For purposes of these Terms and Conditions, "Confidential Information" shall include all information furnished by any party which is designated as confidential or proprietary, or which the receiving party knows or should know is being disclosed on a confidential basis, including without limitation pricing information, proposals, prints, drawings and all information in or related to the design, development, production, delivery, operation, use, application or performance of any of a party's technology, equipment, parts, or maintenance/services. Confidential Information does not include information which: (a) is known or independently developed by the receiving party prior to its disclosure by the other party, as evidenced by receiving party's records; (b) becomes a part of the public domain without breach of these Terms and Conditions by the receiving party; (c) is received from a third party without restriction and under conditions permitting its disclosure to others; or (d) which is disclosed pursuant to judicial action or government regulations provided the receiving party notifies the disclosing party prior to such disclosure, and cooperates with the disclosing party in the event it elects to legally contest and avoid such disclosure.

For a period of five (5) years from the date of receipt, Confidential Information shall be maintained in confidence by the receiving party, shall not be disclosed to any third party, other than Seller's suppliers who have a reason to know, without prior written approval of the disclosing party, and shall be protected with the same degree of care as the receiving party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. Notwithstanding the foregoing, the parties' obligation to protect trade secrets is perpetual or for so long as such information remains a trade secret under applicable law, whichever occurs first.

**13. Intellectual Property Rights**

All drawings, designs, know-how, inventions, devices, works of authorship, technology, Seller's confidential information, improvements thereto, and all associated patent, patent applications, copyright, including applications and registrations, trade secret, or other similar proprietary or intellectual property rights (collectively, "Seller IP") in or related to the conception, creation, development, reduction to practice, design, production, delivery, operation, use, application or performance of Products or Services, are and will remain the sole and exclusive property of Seller.

In no event may Buyer make or apply for a patent, copyright, or other claim to the ownership or license of Seller's Products or Services and/or Seller IP. Nothing in this Paragraph 13 precludes Buyer from incorporating a description or reference to Seller's Products and/or non-confidential aspects of Seller's technology or processes where necessary to support a patent, copyright, or other claim to Buyer's product, provided, however, that no use of Seller's name, trademarks or logos may be made without Seller's prior written consent. Nothing in this Agreement will be construed as granting to Buyer any license, ownership, or grant of

intellectual property rights with regards to the Products or Services or Seller IP. To the extent Buyer creates, conceives, develops, or reduces to practice any improvements in relation to Seller IP, Buyer hereby irrevocably assigns all right, title, and interest in and to such improvements and related intellectual property rights to Seller. Seller's sale of Products to or performance of Services for Buyer does not include any research, development, design, or other services associated with Seller's IP.

Buyer shall not, and Buyer shall take reasonable measures to ensure that its customers do not, attempt to duplicate or reverse-engineer the Products or in any other manner attempt to misuse or misappropriate any Seller IP.

**14. Trademarks**

Products may contain one or more trademarks of Seller and/or another Performance Pneumatics Unit ("Trademarks"). Buyer shall have a non-exclusive, revocable license to use Trademarks in referring to Products in manuals, instructions, procedures and other related documents and materials and in promotional and marketing documents and materials pertaining to such Products and/or to Other Products in which such Products are incorporated or installed, or with which such Products are combined; provided, however, that Buyer shall (i) not alter or modify any Trademark, (ii) affix the appropriate trademark symbol (™ or ®) to the most prominent usage of each Trademark in all documents and materials, (iii) attribute ownership of each Trademark to Seller and/or another Performance Pneumatics Unit as directed by Seller in all documents and materials, (iv) notify Seller in advance of each proposed use of a Trademark, and (v) if requested by Seller, allow Seller to review and approve in advance each proposed specific use of a Trademark. As between Buyer and its customers, on the one hand, and Seller and the other Performance Pneumatics Units, on the other hand, all use of Trademarks shall insure solely to the benefit of Seller and/or another Performance Pneumatics Unit. Buyer and its customers shall use Trademarks only as authorized by Seller and/or another Performance Pneumatics Unit, and Buyer shall not, and Buyer shall take reasonable measures to ensure that its customers do not, do any thing or take any action that could reduce, diminish or impair the right, title and interest of Seller or any other Performance Pneumatics Unit in and to any Trademark.

**15. Returns**

Seller may from time to time, in its sole discretion, authorize or require that Products be returned to it. All such returns shall be subject to such conditions as Seller may specify. All such returns shall be subject to and must be in compliance with Seller's Return Goods Policy as in effect at the time of the return. Among other conditions for return of Products for any reason, Seller may require that (i) a Return Goods Authorization (RGA) be obtained from Seller prior to the return, (ii) Buyer or its customer pay all freight and shipping in connection with the return,

(iii) Buyer or its customer bear all risk of loss or damage during shipment, (iv) no Product be returned unless and until it has been flushed clean of chemicals, solvents and buffers, (v) no Product be returned if such Product or any Other Product in which it is incorporated or installed or with which it is combined has been used in connection with any hazardous, corrosive or radioactive substances, and (vi) Buyer and/or its customer certify compliance with the requirements of clauses (iv) and (v) above. Among other conditions for the return of Products for credit, Seller may require that (i) the returned Products be products that Seller currently offers for sale as a standard Product, be in new, unused and undamaged condition, be returned in the original packaging, and be returned in a complete condition with all accessories, manuals and other documentation, and (ii) Buyer pay a restocking charge. Custom and non-standard Products may not be returned for credit.

**16. Employees, Agents, Etc.**

No employee, agent, distributor or representative of Seller or any other Performance Pneumatics Unit has the right or power to modify or expand any of the warranties, liabilities, obligations, rights or remedies set forth in Paragraphs 9 (Limited Warranty - Products) and 10 (Limited Warranty - Services) above or to make or enter into any other warranty, representation, agreement or commitment in the name or on behalf of Seller and/or another Performance Pneumatics Unit with respect to any Products or Services, beyond or in addition to the express warranties, representations, agreements and commitments set forth in the Agreement. Any such modification, expansion, warranty, representation, agreement or warranty, if made, should not be relied upon by Buyer or its customers and shall not be binding upon or enforceable against Seller or any other Performance Pneumatics Unit.

**17. Relationship of the Parties**

Buyer and Seller shall be independent contractors with respect to all Products and Services, and nothing contained in the Agreement is intended to or shall be deemed to create any partnership, joint venture, principal agent, employer-employee or other similar arrangement or relationship between Buyer and Seller. Neither Buyer nor Seller shall be responsible for any act or omission of the other party, and neither Buyer nor Seller shall have any power or authority to speak for, represent or obligate the other party in any way.

**18. Waiver**

No failure to exercise and no delay in exercising any right, remedy, or power under or in respect of the Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, remedy or power under or in respect of the Agreement shall limit or preclude any other or further exercise thereof or the exercise of any other right, remedy, or power under or in respect of the Agreement.

**19. Applicable Law**

**a.** The Agreement shall be governed by and construed in accordance with Applicable Law, and the rights, liabilities and obligations of the parties thereunder and in connection therewith shall be determined under Applicable Law.

**b.** Applicable Law shall depend upon the particular Performance Pneumatics Unit that is Seller:

| Applicable Law shall be: | Whenever the following Performance Pneumatics Unit is Seller: |
|---|---|
| The laws of the United States and the State of Delaware | Gast Manufacturing, Inc. |
| The laws of The Netherlands | Gast JUN-AIR Europe B.V. |
| The laws of England and Wales | Gast Group Limited |
| The laws of Spain | AIRTECH Europe Spain S.L. |
| The laws of the United States and the State of Delaware | AIRTECH Group, Inc. |
| The laws of the United States and the State of Delaware | US Valve Corporation |

**c.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**20. Export**

**a.** If and to the extent Products and related technical information, data, documents and materials are subject to United States and/or European export controls and/or trade embargoes, Buyer shall strictly comply with all such export controls and trade embargoes, shall fully cooperate with Seller and any other IDEX Company in any official or unofficial investigation, audit or inspection that relates to any of such export controls or trade embargoes, and shall not export, re-export, divert or transfer, directly or indirectly, any Products or related technical information, data, documents or materials to any party on any applicable denied party list or destination subject to an embargo or for any use that is otherwise prohibited pursuant to such export controls and/or trade embargoes, unless and until Buyer obtains any and all required United States and/or European governmental and regulatory approvals, authorizations, licenses and permits. If requested by Buyer, Seller shall provide Buyer with the following information relating to Products: (i) the appropriate ECCN numbers appearing in the Export Administration Regulations administered by the U.S. Department of Commerce, and (ii) the appropriate commodity numbers appearing in the current edition of the Bureau of the Census publication, Schedule B, Statistical Classification of Domestic and Foreign Commodities Exported from the United States (Schedule B numbers).

**b. Ban on Exports to Russia.** Per EU Regulation No. 833/2014 Buyer: 1) agrees that it will not sell, export, or re-export directly or indirectly to any entity within the Russian

Federation or for use within the Russian Federation any goods supplied under this Agreement that fall under the scope of Article 12g of 833/2014; 2) shall undertake its best effort to ensure that the purpose of clause (1) is not frustrated by any third parties further down Buyer's commercial chain, including by resellers; 3) shall have set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down Buyer's commercial chain, including by resellers, that would frustrate the purpose of clause (1). 4) Any violation by Buyer of clauses (1), (2) or (3), shall constitute a material breach of an essential element of this Agreement, and Seller shall be entitled to seek appropriate remedies including but not limited to:

(i) Termination of this Agreement; and

(ii) a penalty equal to the value of the goods sold.

(5) The Buyer shall immediately inform the Seller about any problems applying clauses (1), (2) or (3) of this Section including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under clause (1), (2) and (3) within 14 business days of the request for such information.

**21. Indemnity by Buyer**

Buyer shall defend, indemnify, and hold Seller and the other Performance Pneumatics Units harmless from and against any and all liability, judgment, loss, damages, costs, and expenses (including but not limited to attorneys' and experts' fees) which any of them may hereafter suffer or pay out to a third party by reason of any claim, action, or right of action of a third party, at law or in equity, to the extent that any such claim, action, or right of action arises out of or relates to (i) Buyer's breach of Paragraph 13 (Intellectual Property Rights), 14 (Trademarks) or 20 (Export) above, (ii) Other Products, (iii) High Risk Applications, or (iv) compliance with any design, specification or requirement of Buyer.

**22. Patent Infringement**

Buyer and each of its customers shall permit Seller and the other Performance Pneumatics Units to take any or all of the following actions, at their option, in connection with any Product that is claimed to infringe or misappropriate any patent, copyright, trade secret or other proprietary right:

**a.** Direct and control the defense and settlement of such claim of infringement or misappropriation and select and retain the legal counsel who shall represent Buyer and/or its customer in connection therewith; provided, however, that, in the event Seller or another Performance Pneumatics Unit elects to direct and control the defense of such claim of infringement or misappropriation, Seller or such other Performance Pneumatics Unit shall (i) pay the fees and expenses of any such legal counsel that it selects and retains to represent

Buyer and/or its customer and any local counsel and experts retained by such legal counsel, and (ii) indemnify and hold harmless Buyer and its customer from and against any and all judgments and settlements based upon such claim of infringement or misappropriation, unless and except to the extent such judgment or settlement is based upon or arises out of (A) compliance with any design, specification or requirement of Buyer or any of its customers, (B) any alteration, change or modification to such Product, other than an alteration, change or modification made by or with the written authorization of Seller, (C) the use of such Product with another product, material, component or part not supplied by Seller or another Performance Pneumatics Unit, including but not limited to, a product, material, component or part supplied by Buyer or from a source directed by Buyer, or (D) use of such Product is a manner, with a substance or for a purpose other than the normal manner, substance and purpose for which it is intended.

**b.** Replace such Product with another product that is non-infringing and non-misappropriating or modify such Product to make it non-infringing or non-misappropriating; or

**c.** Require Buyer and/or its customer to cease using such Product, provided that Seller refunds to Buyer the price paid to Seller by Buyer for such Product (less a reasonable allowance for the period of use).

**23. Interim Relief**

Seller shall have the right to seek and obtain from any court of competent jurisdiction a temporary restraining order and/or preliminary injunction to enjoin Buyer from violating or breaching Paragraph 6 (Software), 13 (Intellectual Property Rights), 14 (Trademarks) or 20 (Export) above.

**24. Force Majeure**

Seller shall have no liability for any failure to perform, or for any delay in performance, to the extent caused by circumstances beyond its reasonable control, including but not limited to, the elements, acts of God, acts of nature, acts of Buyer or third parties, floods, fire, energy shortages or interruptions, communication delays and interruptions, earthquakes, explosions, war or military mobilization, armed hostilities, riots, terrorism, governmental action or inaction, request of governmental authority, shortages of, delays in obtaining, or inability to obtain materials, components or parts, transportation shortages, delays and interruptions, interruption in electricity or other utilities, epidemic or widespread illness or disease, and strikes, lockouts, labor disturbances or other differences with workers.

**25. Severability**

If any provision of the Agreement is held to be illegal, invalid, void or in any way unenforceable, such provision will be limited or eliminated to the extent, and only to the extent

necessary, for the Agreement to otherwise remain in full force and effect, legal, valid and enforceable.

**26. Assignment**

Neither the Agreement nor any right, liability or obligation under or in respect of the Agreement may be assigned by Buyer or Seller, whether voluntarily, by operation of law or otherwise, without the other party's written consent, and any such assignment that is attempted without such consent shall be null and void; provided, however, that no such consent shall be required for (i) any assignment by Buyer or Seller to a successor to all or substantially all of the business and assets of such party or (ii) any assignment by Seller to another Performance Pneumatics Unit.

**27. Parties Bound**

The Agreement shall be binding upon and enforceable against, and insure to the benefit of and be enforceable by, Buyer and Seller and, subject to Paragraph 26 (Assignment) above, their respective successors and assigns.

**28. Cancellation; Termination**

**a.** Purchase orders for custom Products are non-cancellable.

**b.** Buyer may cancel a purchase order for standard Products by giving written notice to Seller at least 90 days prior to scheduled ship date and only with Seller's approval. In the event of such cancellation, Buyer shall remain liable for the reasonable and documented costs actually incurred by Seller, including the cost of manufactured goods that cannot be resold, labor costs directly attributable to the cancelled order, work in progress that cannot be repurposed, parts and components that are on order and cannot be cancelled or redirected, and any manufacturer cancellation charges for such parts and components, provided that Seller shall use reasonable efforts to mitigate such costs.

**The liabilities and obligations of each Performance Pneumatics Unit are several and not joint, and no Performance Pneumatics Unit shall have any liability or obligation with respect to any act, omission, breach, default or non-performance of any other Performance Pneumatics Unit. Only the specific Performance Pneumatics Unit that is Seller shall have any liability or obligation in connection with any Agreement or any Products supplied or Services provided by or through such Performance Pneumatics Unit.**