

Terms and Conditions

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** Acceptance of this Order and each of its terms and conditions will be evidenced by Supplier's execution of the acknowledgement copy hereof, or by Supplier's commencement of performance or shipping. Unless otherwise specifically indicated on the face hereof, this Order is not an acceptance of any offer, quotation or proposal made by Supplier; and any reference thereto is made solely for the purpose of specifying prices and the nature and description of the goods and services ordered. This Order is conditional upon acceptance of the terms and conditions herein contained. Any other additional or different terms shall be deemed objected to by Buyer without need of further notice of objection, and shall be of no force or effect. No variations in the delivery or provisions will be binding on the entity submitting this Order ("Buyer") unless agreed to in writing and signed by Buyer's purchasing agent or other authorized representative.

The foregoing contains the entire and only Agreement between the parties and respecting the manufacture, sale and/or purchase of Products. All prior and collateral representations, promises or conditions in connections with the subject matter are merged herein. Any representations, promises or conditions not incorporated herein shall not be binding on either party.

2. **SALE OF GOODS:** Supplier will sell to Buyer all of Buyer's requirements for the goods as referenced in a Buyer Order and at the Prices agreed upon by the Parties.
3. **PRICES:** No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically authorized by Buyer in writing. If Supplier offers a lower price to any third party for similar volumes of the same goods, Supplier agrees to offer such price or pricing formula to Buyer retroactively as of the date first offered to the third party. Prices will remain firm for the length of the Order. The prices stated herein include all present and future taxes applicable to this Order, and the same shall be paid by Supplier, excepting only that the state sales tax designated on the face hereof will be paid by Buyer if the "Not for Resale" box is marked on the face of this Order.
4. **PAYMENT:** Payment of invoices will be calculated from the date acceptable invoices conforming to this Order are received at Buyer's designated offices, or from the date of receipt of acceptable goods by Buyer, whichever is later. The terms of Buyer's purchases for its suppliers are as follows: Net ninety (90) days. Buyer shall be entitled at all times to set off any amount owing at any time from Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Order.
5. **DELIVERY:** Unless otherwise agreed to in writing, Supplier shall not make material commitments or production agreements in excess of the amount ordered or in advance of the time necessary to meet Buyer's delivery schedule. It is Supplier's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be returned to Supplier at Supplier's expense or payments of invoices may be withheld until the required delivery dates, unless Buyer grants specific authorization for advance delivery. Partial shipments of material where no partial shipment is specified may be returned to Supplier at Supplier's expense unless specific authorization is granted by Buyer for partial delivery, or payment of invoices may be withheld until this Order is complete. Whenever any actual or potential cause delays or threatens to delay performance of this Order, Supplier shall immediately notify Buyer in writing. Such notice shall include all relevant information concerning such causes of delay and its background. Supplier shall keep Buyer advised during the period such actual or potential cause exists of its effect on the schedule or work and shipments or deliveries and of the measures being taken to remove it. Time is the essence with this Order. Failure to tender conforming goods by the delivery date specified therein shall constitute a breach by Supplier, and Supplier shall have no right to make a later conforming tender except upon prior written authorization of Buyer.
6. **SHIPPING:** Buyer's order number and other identification specified shall appear conspicuously on all documents, shipping notices, bills of lading, packing lists, invoices and other papers, and on each package, box, or other type of container. All goods shall be packaged and packed by Supplier adequately to ensure arrival at destination in an undamaged condition. All export shipments must be boxed and contents rust-proofed and otherwise protected to prevent damage in transit and meet all export shipping requirements. Domestic shipments will be routed by way of Buyer's assigned carrier as FCA Origin, Freight Collect, unless specifically stated otherwise in any Long Term Agreement between Supplier and Buyer. Shipping terms for international shipments are FCA, Port of Origin. Freight terms are per INCOTERMS 2010, unless specifically stated otherwise in any such Long Term Agreement.
7. **CHANGES:** Buyer may at any time, by written order, make changes within the general scope of this Order, in any one or more of the following: drawings, designs or specifications pertaining to this Order, method of shipment or packing, place of delivery; and the amount of goods to be made available by Buyer for use by Supplier in performance of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, performances of any part of the work under this Order, an equitable adjustment shall be made in the Order price, or the delivery schedule, or both. Any claim by Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Supplier of the notification of change. Buyer will have the right to check all claims hereunder at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Supplier relating to this Order. Supplier agrees to inform Buyer of any changes to product or process used to manufacture product.
8. **INSPECTION:** All materials and articles will be new, unless otherwise specified, and all materials and workmanship shall be subject to inspection and approval by Buyer, its assigned inspection agencies and/or a governmental or quasi-governmental body. Buyer shall have the right to inspect and test the materials and workmanship of all goods at all times and places including, when practicable, during manufacture; and if any such inspection or test is made on the premises of Supplier, Supplier shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test. Each item ordered will be subject to final inspection and acceptance by Buyer at the final destination specified by Buyer in the corresponding Order notwithstanding that title may have been passed to Buyer, that Buyer may have made a prior payment or that Buyer or its customer may have performed some type of source inspection. Any inspection or approval at Supplier's plant or elsewhere during or after manufacture, whether or not such inspection or approval be provided for by the terms of this Order, shall be provisional only, and shall not constitute final acceptance or be construed as a waiver of the forgoing right of inspection and approval or rejection after receipt of the materials or articles by Buyer.

9. **REJECTION:** In case any goods delivered hereunder are defective in material or workmanship or otherwise not in conformity with the drawings, specifications, samples, specified delivery schedule and/or other descriptions, Buyer shall have the right to return such goods to Supplier for credit or refund and such goods shall not be replaced or repaired by Supplier except upon written instructions from Buyer, excepting however, those goods which Buyer and Supplier agree in writing shall be repaired by Buyer at Supplier's expense. Any returns shall be F.O.B. Buyer's plant, transportation collect (declared at full value, unless Supplier advises otherwise), and Supplier shall have all risk of loss from and after the time of shipment. The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies and the failure to Buyer to exercise its right to reject any goods shall not by implication or otherwise cause a waiver of any such other rights or remedies. Any goods returned to Supplier for credit or refund, and not repaired by Supplier pursuant to written instructions from Buyer, shall be destroyed by Seller. No goods returned to Supplier by Buyer hereunder may be resold or disposed of to any other person or entity.
10. **WARRANTIES:** Supplier warrants that all goods and services furnished hereunder are new, free of any liens or encumbrances, free from defects in the material and workmanship, not contain any "counterfeit" items and that all goods furnished will be merchantable and will conform to applicable specifications, drawings, samples, and/or other descriptions. Unless manufactured pursuant to detailed designs furnished by Buyer, Supplier assumes design responsibility and warrants all goods to be suitable for the purpose intended by Buyer. The warranties of Supplier, together with its service warranties shall run to Buyer and each successive customer. Supplier's liability under this contract shall apply to any and all product liability claims, actions or lawsuits and shall include, without limitation as to amount, incidental or consequential damages of any form or nature. Further, and without limiting the foregoing, Supplier's liability is not limited to the price of the goods and shall include damages for loss of profits or revenue or the loss of either by reason of increased cost of purchasing or improving equipment, material, supplies or services outside of Buyer's scope of supply; claims of Buyer's customers; and inventory or use charges. All warranties shall survive any inspection, delivery, acceptance of or payment for the goods or services of Buyer.
For purposes of this Section 4 Warranty, a "counterfeit" item is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component thereof that is used, refurbished or reclaimed but Supplier represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.
11. **PATENTS:** To the extent that the goods delivered hereunder are not manufactured pursuant to designs provided to Supplier by Buyer for the purpose of manufacturing such goods, Supplier guarantees that the sale or use of any or all goods delivered hereunder or processes used will not infringe any United States or foreign patent, service mark, trademark, trade name, copyright or other intellectual property right of any third party and agrees that Supplier will hold Buyer and its officers, directors, affiliate companies, employees and customers harmless from any expense, loss, damage or liability which may be incurred on account of infringement or alleged infringement of any such intellectual property right by such goods (or the use, sale or distribution by Buyer thereof), and that Supplier will at its own expense defend any action, suit or claim in which such infringement is alleged. Supplier shall duly notify Buyer as to such suits or claims; Buyer and its successive customers shall have the right to participate in the defense of any such action.
12. **INSURANCE:** Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under this Order:
Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$2,000,000 for any one occurrence;
Commercial General Liability Insurance including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a Combined Single Limit of \$5,000,000 for any one occurrence.
If Supplier vehicles are used on Buyer's premises and/or used to accomplish work under this Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence. If the Supplier carries a higher limit of liability, the higher limit must be certified to Buyer;
If Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material;
If Supplier is performing Professional Services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than \$5,000,000;
The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least ten (10) days prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming the Buyer as additional insureds or, in the case of All Risk Property Insurance, naming the Buyer as loss payee, shall be filed with Buyer upon execution of any Long Term Agreement between Buyer and Supplier and before commencement of any work hereunder, and within thirty (30) days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights the Buyer are hereby waived. Supplier shall reflect such waiver in any policy(ies) required hereunder, shall advise Buyer of the amount of available policy limits and shall identify to Buyer the amounts of any self-insured retention, in each case, upon execution of any Long Term Agreement between Buyer and Supplier and before commencement of any work hereunder .
Supplier agrees to insert the applicable substance of this provision in all permitted subcontracts entered into by Supplier to support work performed under this Order.
13. **CONFIDENTIAL INFORMATION:** All disclosures, drawings, specifications, patterns, technical or other information furnished to Supplier by Buyer (and all rights related thereto) are and shall at all times remain the property of Buyer and are submitted in confidence upon the understanding and agreement by Supplier that they shall not be disclosed or furnished to any third party, shall not be used by Supplier in whole or in part for any purpose not designated by Buyer and shall be returned to Buyer immediately upon Buyer's request.
14. **INDEMNIFICATION/HOLD HARMLESS:** Supplier assumes entire responsibility and liability for any and all damage and/or injury of any kind or nature whatsoever, (including death resulting therefrom) to all persons, and to all property caused by, resulting from, arising out of or occurring in connection with goods or services supplied by Supplier hereunder. Except to the extent, if any, expressly prohibited by statute, should any claims, actions and/or lawsuits for such damage, injury and/or death be made or asserted, Supplier agrees to defend, indemnify, save and keep harmless Buyer, its officers, directors, affiliate companies, agents, and employees from and against any and all such claims, actions and/or lawsuits and further from and against any and all loss, cost,

expense, judgment, settlement liability, damage or injury, including legal fees and disbursements, that Buyer, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result thereof and the defense of any action at law, which may result from supplier obligations hereunder.

15. GOVERNMENT CONTRACT PROVISIONS: If indicated on the face hereof that the goods or service covered by this Order are for use by Buyer in performing any contract with a governmental agency of the United States of America, or for performance of a subcontract under such contract, then and in that event, Supplier agrees to perform in accordance with, to abide by, and to comply with, all of the applicable laws relating to procurement by such governmental agencies of the United States of America, as in effect as of the date of the prime contract.
16. TERMINATION FOR DEFAULT: Supplier shall be deemed to be in default under this Order if : Supplier fails to deliver or perform as specified, or if Supplier breaches any of the terms and conditions or warranties hereof; or Supplier ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or any proceeding is brought against or instituted by Supplier under bankruptcy or insolvency laws, or a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by Supplier.
If Supplier does not cure such cause for default within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such cause, Buyer shall have the right, by written notice of default to Supplier and without waiving any other right of Buyer, to cancel this Order in whole or in part without any liability whatsoever; except for completed goods delivered and accepted and except under that portion of this Order not cancelled, subject, in each case, to setoff of any claim Buyer may have against Supplier. Provided, however, that with respect to finished, in-process or otherwise unfinished work under this Order, Buyer shall have the right to take full title to and possession of all or part of the work immediately upon notice to Supplier to that effect, regardless of whether or not final price terms have been agreed upon. Additionally, Supplier shall reimburse to Buyer all costs incurred by Buyer resulting from any such default, such as price increases, lost profit, and any costs associated with the development and qualification of a new source of supply, including but not limited to, duplicate tooling, engineering labor, travel expenses, expediting fees, and other costs.
17. TERMINATION FOR CONVENIENCE: Buyer may, at any time, terminate this Order, in whole or in part, for its convenience upon written notice to Supplier, in which event, upon receipt of such notice, unless otherwise directed by Buyer, Supplier shall immediately discontinue all work, and the filling of orders for materials and supplies in connection with the performance of this Order, and shall proceed to promptly cancel all outstanding orders; and Buyer shall negotiate with Supplier an amount to be paid in full settlement for the reasonable and necessary expenses incurred directly incident to this Order up to the date of cancellation. Buyer, however, shall not be liable for any loss of profits on this Order or the portion thereof so cancelled. If such cancellation is caused by termination of a government contract, Buyer will reimburse Supplier solely to the extent that a portion of any reimbursement received by Buyer from the government on account of such termination is attributable to this Order.
18. NO ASSIGNMENT OR SUBCONTRACTING: This Order, or any rights hereunder, may not be assigned or hypothecated; and none of the work which Buyer contemplates being performed by Supplier shall be sub-contracted, without Buyer's prior written consent; and if and when subcontracting is allowed, Supplier shall continue to comply with, and be bound by, all provisions of this Order.
19. FORCE MAJEURE: This Order is subject to termination by Buyer in any event beyond Buyer's reasonable control including, but not limited to: fire, accidents, strikes, government acts or other conditions, upon notification to Supplier, and without penalty to Buyer except that cancellation for such causes may not be made without reimbursement to Supplier for goods previously delivered.
20. USE OF BUYER'S NAME: Supplier shall not, without first obtaining the written consent of Buyer, in any manner publish the fact that Supplier has furnished or contracted to furnish Buyer the goods, disclose the prices at which Supplier is offering to sell such goods to Buyer, or use the name of Buyer or any of its customers in Supplier's advertising.
21. CUMULATIVE REMEDIES:
The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies available at law or in equity.
22. WAIVER: The failure of Buyer in one or more instances to insist upon performance of this Order or the waiver by Buyer of any breach of any terms or conditions of this Order, or the failure to Buyer to exercise any right or privilege contained herein, shall not be construed as thereafter waiving such terms, conditions, rights or privileges and the same shall continue and remain in force and effect.
23. SURVIVABILITY: The provisions of this order that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this order, shall survive any termination or expiration of this order.
24. COMPLIANCE WITH LAWS AND REGULATIONS: Supplier agrees that it will comply with all laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this Order.
25. MERCURY-FREE ENVIRONMENT: Supplier warrants that all goods delivered hereunder are free of mercury and have been produced, tested, packaged and shipped in a mercury-free environment.
26. CONFLICT MINERALS: Supplier acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold ("Conflict Minerals"). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Supplier may jointly agree upon). At Buyer's request (which may be as frequently as quarterly at Buyer's discretion), Supplier must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Buyer's discretion) in any other form that Buyer reasonably requests. Supplier agrees and represents that all products and materials provided by Supplier to Buyer after December 31, 2014 shall be "Conflict Free" (as defined in the Dodd-Frank Act) and at Buyer's request from time to time Supplier shall execute and deliver to Buyer a written declaration to the same effect.
27. COUNTRY OF ORIGIN Seller shall mark all shipments with, and designate, and certify the country of origin and manufacture of products in accordance with all applicable United States laws and regulations, including applicable customs and Federal Trade Commission rules and regulations.

28. FOREIGN PURCHASES:

A. If the Buyer is Importer of Record, the following applies to all transactions involving imported goods:

ANTI-DUMPING: Supplier warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-dumping Law (19 U.S.C. Sec. 160 et seq.), and Supplier will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

A. If Supplier is Importer of Record, the following apply to all transactions involving imported goods:

IMPORTER OF RECORD: Supplier agrees that Buyer will not be a party to the importation of the goods, that the transaction(s) represented by this Order will be consummated subsequent to importation, and that Supplier will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration.

DRAWBACK: Upon request and where applicable, Supplier will provide Buyer Customs Form 7543 entitled "Certificate of Delivery" properly executed.

29. EXPORT COMPLIANCE: Supplier acknowledges that the goods and any technical data related thereto is or may be subject to United States (U.S.), European Union (EU), or national export control laws, regulations or the like, and agrees that it will not transfer, export or re-export the goods or any technical data, including without limitation any documentation, or information that incorporates, is derived from or otherwise reveals such, without complying with all applicable U.S., EU, or national export control laws, regulations and the like.
30. BUYER'S PROPERTY: Unless otherwise provided in writing, property of every description, including all tools, equipment and materials furnished or made available to Supplier, title to which is in Buyer's name, and any replacement thereof, shall be and remain the property of Buyer. Property other than materials shall not be modified without the written consent of the Buyer. Such property shall be plainly marked or otherwise adequately identified by Supplier as property of Buyer (by name) and shall be safely stored separately and apart from Supplier's property. Supplier shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property while in Supplier's possession or control shall be kept in good condition, shall be held at Supplier's risk, and shall be kept insured by Supplier, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not materially consumed in the performance of this Order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Supplier. As and when directed by Buyer, Supplier shall disclose the location of such property and/or prepare it for shipment and ship F.O.B. its plant to Buyer in as good condition as originally received by Supplier, reasonable wear and tear accepted.
31. COST ACCOUNTING STANDARDS: When specifically set forth on the face of this Order, Supplier shall comply with all applicable laws, and all the rules, regulations and standards prescribed by the Cost Accounting Standards Board, including Federal Acquisition Regulation (FAR) Chapter 99. Supplier agrees to indemnify and hold Buyer free and harmless from any and all liability, loss of damage arising out of failure of Supplier, or Supplier's subcontractors, if any, to comply with said law, rules, regulations or standards, as the same may be revised or amended from time to time.
32. STANDARDS OF CONDUCT: Supplier shall comply with Fortive's Supplier Code of Conduct. The Supplier Code of Conduct may be amended from time to time and may be downloaded at <http://www.fortive.com/suppliers>
33. APPLICABLE LAW: This Order shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut, United States of America without regard to its conflicts of law rules. Parties reject the application of the United Nations Convention for the International Sale of Goods.
34. DISPUTE RESOLUTION: Any proceedings arising out of or relating to this Order shall be brought in the state or federal courts of Connecticut, located in Hartford County and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).