

ANTAVIA

TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

I. PRICES

Unless otherwise stated in the quotation or acknowledgement, all prices are the net price of the Products/Services excluding VAT.

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller because of governmental action or regulation incur additional duties, tariffs or restrictions on products sold hereunder, or on the raw materials that are used in making such products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, or any other costs assessed against the Buyer by a governmental authority.

II. DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. The point of delivery shall be FCA Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify, and hold harmless Seller from any legal obligations in connection with such packing waste.

III. PAYMENT

A. The term of payment shall be cash in advance, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made as specified on invoice. Seller may charge late payment fees at the highest rate permitted by law, accruing daily.

B. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or

insolvency of Buyer, Seller may immediately cancel any Order then outstanding.

IV. IMPORT & EXPORT REGULATIONS AND COMPLIANCE

A. The party (Buyer or Seller) who is the recorder, importer and exporter of the Parts or Units will be responsible for obtaining any import license, export license, exchange permit or other required governmental authorization relating to the Parts or Units and shall be responsible for complying with all French and foreign government licensing and reporting requirements in connection with this Agreement. If required, the responsible party shall make any such licenses and authorizations available to the other party prior to the relevant shipment. Neither party will have any liability to the other party to this Agreement for any non-renewal, denial, restriction, or delay in respect of any Seller application for a license, permit or authorization.

B. The parties agree that any export of Parts or Units pursuant to this Agreement may be subject to U.S. Export Regulations. In respect of any Part or Unit supplied under this Agreement, the party receiving the Part or Unit (as applicable) agrees not to:

- Dispose of any U.S. origin items classified by the U.S. Department of Commerce's Bureau of Industry and Security as Dual Use items other than in the country of destination, as identified in any government license or authorization for the relevant part; and

- Lease, exchange or dispose of any U.S. origin items to any country, company or individual that is either (i) required by US Export Regulations to hold a license to receive the goods (and does not hold the required license); or (ii) is prohibited from receiving U.S. exports by U.S. Export Regulations, as amended from time to time.

C.1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this order that fall under the scope of Article 12g of European Union Council Regulation.

C.2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (C.1.) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

C3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (C.1.).

C.4. Any violation of paragraphs (C.1.), (C.2.) or (C.3.) shall entitle the Seller to seek appropriate remedies, including, but not limited to: termination of the business relationship; and recovery of any losses resulting from such a breach or the price of the goods exported, whichever is higher.

C.5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (C.1.), (C.2.) or (C.3.), including any relevant activities by third parties that could frustrate the purpose of paragraph (C.1.). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (C.1.), (C.2.) and (C.3.) within two weeks of the simple request of such information.

V. WARRANTIES

A. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment, or re-performing the Services. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 30 days of the date of deliver. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.

B. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.

C. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer shall be responsible for returned Products until such time as Seller receives the

same at its facility, and for all charges for packing, inspection, shipping, transportation, or insurance associated with returned Products.

D. This section V sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

VI. PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance, and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly- infringing Products, Buyer shall defend, indemnify, and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

VII. LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

VIII. EXCUSABLE DELAYS

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, export license denials, port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; pandemics; government action or orders; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.

B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

IX. SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

A. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.

B. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.

C. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions, and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used, or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

X. PROTECTION OF PERSONAL DATA

We might retain your personal data as long as is reasonably necessary for the purposes for which it was collected. For further information regarding our data protection policy, please contact our Personal Data Protection Officer.

At any time, you may exercise your personal data protection rights, or ask any question, by contacting our Personal Data Protection Officer.

ANTAVIA Personal Data Protection Officer contact:

Email: rgpd.antavia@ametek.com

Mail: ANTAVIA 15 rue Sépat, 82370 Campsas - France

XI. DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns, and the like to manufacture Products shall be at the discretion of Seller.

XII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of France. The exclusive forum for adjudication of any disputes shall be the competent Courts of Paris, France, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.

B. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.

C. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.

D. Buyer may not assign this contract without the prior written approval of the Seller.

XIII. PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single

component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

XIX. INVOICE FRAUD PREVENTION

Given the increased risk of invoice fraud, Buyer should treat any notification to change details of Seller's bank account with suspicion. Seller will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address, or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known Seller representative.