

**AMETEK Denmark A/S**  
**TERMS AND CONDITIONS OF SALE**

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY AMETEK DENMARK A/S ("Seller"), SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. THESE TERMS/CONDITIONS SHALL APPLY TO ANY ACCEPTANCE OF ANY ORDER OF BUYER. 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 another currency is expressly specified, all prices shall be in Danish kroner (DKK). 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 as a result of governmental action or regulation incur additional duties, tariffs or restrictions on Services or 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 or Seller by a governmental authority. Unless special packaging is required, packaging will be included in the price. Buyer shall pay separately for special packaging as specified by Seller.

**II. OFFERS** All offers are valid only for 30 days unless otherwise specified. The Seller can at any time withdraw an offer as long as Buyer has not accepted the offer.

**III. DELIVERY** Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule and as late as 14 days after agreed schedule without such variations in delivery time constituting a breach of contract by Seller. The point of delivery shall be "Ex-works" Seller's premises in Denmark, unless otherwise specified by Seller, cf. Incoterms 2010. If the parties have explicitly agreed that the Products are to be transported by Seller, delivery shall be deemed to have taken place when Seller has passed the Products to an independent carrier or to Seller's own staff for delivery. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the sole risk and cost of Buyer and in accordance with applicable law. 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.

**IV. TITLE** Within the limits of the mandatory rules of law, Seller retains full title to Products until the entire purchase price, including any applicable interest as specified below, has been paid to Seller. If the Products are intended to be incorporated into other objects, the title shall transfer to the Buyer once the incorporation has been completed. All risk of loss or damage to Products shall pass to Buyer at the same time as the title to such Products.

**V. PAYMENT A.** Payment shall be made no later than the latest payment date as specified in the invoice. If a payment date has not been specified, payment shall be made in cash on receipt of Products/Services. Seller may charge interest on late payments at a rate of 10% per annum or the highest allowed rate in accordance with the Danish Act on Interest, whichever is higher accruing daily. Any delay in delivery of the Products for which Buyer is responsible shall not exempt Buyer from the obligation to pay in accordance with this clause unless otherwise agreed with Seller.

**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.

**C.** Buyer shall not be entitled to offset any counterclaims against Seller unless explicitly agreed in writing by Seller and has no right to withhold any amount due to Seller due to such counterclaim.

**VI. VARIATIONS IN QUANTITY; CHANGES.** Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified, or 2 units, whichever is greater. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

**VII. EXPORT CONTROLS; TRADE SANCTIONS; ANTI-BRIBERY**

**A.** Seller shall not be bound by any Offer or contract, if the fulfilment thereof is not in compliance with applicable sanctions or export control rules or Seller's guidelines and

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policies hereon. Buyer represents and warrants that it is not the target of any trade, economic or financial sanctions or embargoes and will comply with all applicable laws, regulations or orders concerning any applicable trade, economic or financial sanctions or embargoes. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. and EU export laws and regulations may permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in any End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.

B. Buyer warrants that it shall not violate or cause the Seller to violate any applicable anti-corruption, anti-bribery and anti-money laundering laws and related rules and regulations, decrees and/or official government orders binding upon each of Seller or Buyer, including but not limited to the US Foreign Corrupt Practices Act 1977, the UK Bribery Act of 2010, the Danish Penal Code (all as amended and restated from time to time) and any local laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions in connection with Buyer's sale or distribution of the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate any of the above laws and regulations. Where Buyer learns of or has reason to know of any violation of any applicable legislation in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

C. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

**VIII. WARRANTIES** A. Seller warrants that Products and 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 2 years from the date of shipment, or re-performing the Services. Seller warrants for a period of 2 years 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 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. 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 and in original packaging. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. 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. If any shipping costs are charged to Seller, Seller is entitled to claim reimbursement of such costs from Buyer, including by way of offset.

D. This section VIII 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 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.**

**IX. PATENTS/INDEMNITY** If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent or any other intellectual property rights,

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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.

#### **X. LIMITATION OF LIABILITY**

The total liability of Seller on any claim, whether in contract, tort (including negligence 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 purchase 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, 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. Seller shall be liable for damage due to product liability in accordance with mandatory Danish law with the following specific limitations to the extent permissible under Danish law:

A. Seller shall not be liable for product damage caused by defects in the Products unless caused by fault or neglect on the part of Seller.

B. Damage to Products shall be maximized at the purchase price per incident or series of incidents relating to the same Order.

C. Seller shall not be liable for any kind of indirect loss or consequential damage, including loss of production, loss of profit, loss of time, etc. or for product damage caused by the use of the Products if the actual use of the delivered Products has not been approved by Seller. Buyer shall in all regards hold harmless Seller from a subsequent purchaser of the Products if Seller would not have been liable towards Buyer for such claim under this contract.

**XI. FORCE MAJEURE ETC.** 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 or trade sanctions; mobilization or similar unforeseen military service; currency restrictions; government regulations, orders, instructions or priorities; 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; 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 as well as defective or delayed deliveries from sub-suppliers due to any of the above circumstances. In the above cases, Seller shall notify Buyer without undue delay of any changes to the anticipated delivery date and/or quantity. 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.

#### **XII. 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 and intellectual property rights, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller before or after entering into the contract (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

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or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

**XIII. 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 in order to manufacture Products shall be at the discretion of Seller. Seller shall retain full title over all dies, tools and patterns in all cases, including in case of modifications or special request Products delivered to Buyer which include specifications supplied by Buyer.

**XIV. GENERAL** A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Kingdom of Denmark. The exclusive forum for adjudication of any disputes shall be the Danish courts. 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. Seller may assign all rights and obligations under this contract to a third party.

E. Seller will as part of its communication with Buyer under this contract collect and process personal data on relevant persons with Buyer for the purpose of effecting the contract. Buyer accepts the terms set out in Seller's Privacy Note available at [www.ametek.com/privacypolicy](http://www.ametek.com/privacypolicy).

#### **XV. PROHIBITION FOR HAZARDOUS USE**

Products/Services 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.

#### **XVI. STATUTORY REQUIREMENTS**

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

#### **XVII. UNITED STATES GOVERNMENT CONTRACTS**

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

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