



STANDARD TERMS & CONDITIONS OF PURCHASE

1. INTRODUCTION: These Standard Terms and Conditions of Purchase (this "Agreement") is made and entered by and between OPW, and/or its affiliated business units (collectively, "OPW"), and the undersigned supplier ("Seller"). These Standard Terms and Conditions of Purchase (this "Agreement") shall govern the purchase and sale of all goods, materials, equipment and machinery ("Goods") purchased by OPW from Seller. This Agreement shall govern all purchase orders ("Purchase Orders") for the purchase of Goods by OPW from Seller. The terms and conditions set forth in this Agreement shall constitute the sole and exclusive agreement between OPW and Seller relating to the purchase and sale of the Goods, unless otherwise agreed by the parties. OPW hereby gives notice that it object to and rejects any terms and conditions contained in any document which has been or may in the future be supplied by Seller to OPW which are in addition to, different from or inconsistent with the terms of this Agreement, whether such terms are set forth in Seller's tender, proposal, order acknowledgement, invoice or otherwise. OPW's acceptance of any Goods shall not be construed as an acceptance of any terms or conditions contained in any such document. Purchase Order Numbers must appear on all packing slips, bills of lading, freight bills, packages, invoices and correspondence.

2. PURCHASE ORDER ACKNOWLEDGEMENTS: Seller agrees to acknowledge individual Purchase Orders and contract releases within 24 hours of order placement. Acknowledgements will be in the form of email or phone call back to the originating buyer. Seller agrees that any discrepancies in unit price and total price as listed on OPW purchase order will be advised in writing within 24 hours. If Seller does not advise OPW of any pricing discrepancies within 48 hours seller accepts OPW purchase order unit pricing and total price as valid and will invoice accordingly.

3. CHARGES: OPW will not pay charges for boxing, crating or packaging and any material or fuel surcharges without prior agreement.

4. OPW FIXED ASSETS: OPW will retain ownership of any OPW fixed assets such as tooling, moulds, fixtures and equipment that are built to provide components designed to OPW's part specifications and/or other intellectual property. OPW and Seller may choose to negotiate payment for those fixed assets; however ownership to these assets and intellectual property surrounding the design of OPW specified material remains with OPW.

5. INSPECTION BY OPW AND ACCEPTANCE OF GOODS: OPW reserves the right to inspect the Goods subject to any Purchase Order prior to accepting them. It is understood and agreed that payment for the Goods subject to any Purchase Order shall not constitute acceptance. OPW may charge Seller the expense of unpacking, examining, repacking, storing and reshipping any goods found defective or not in conformity with the terms, requirements, and/or specifications of any Purchase Order

6. DELIVERY DEFECTIVE GOODS: If delivery is not expected to be made on time, Seller will notify OPW and will take all reasonable steps at Seller's own cost to expedite delivery. Notwithstanding the terms of shipment, the risk of loss of the Goods shall remain with Seller until actual delivery of such Goods to OPW's facility. Seller shall obtain OPW's prior written approval for partial shipments prior to shipment. OPW may retain all or any portion of Goods delivered under this Agreement and return, at Seller's sole cost and expense, those Goods not retained – all without waiver of any claim. All materials shall be suitably packed, marked, loaded, and shipped in accordance with the requirements of common carriers. All excess transportation charges resulting from Seller's failure to follow any routing instructions given by OPW shall be for Sellers account. Damage to any material not so packaged will be charged to the Seller. Goods rejected and returned shall not be replaced by Seller without prior written authorization by OPW. The Goods shall be subject to inspection and testing by OPW before and after receipt. Goods or equipment rejected or not purchased by OPW which utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of OPW or any of its related entities shall have the same removed, not obliterated, prior to any sale, use, or disposition, if such sale or disposition is permitted by OPW. Payment for any Goods prior to inspection shall not constitute their acceptance by OPW.

7. TERMS OF PAYMENT: Terms of payment shall be Net 30, following the date of receipt of the Goods at OPW'S unless otherwise arranged.

Containment's facility or receipt of invoice by OPW, whichever occurs last. If more than one payment is required to be made hereunder, OPW may at its sole discretion, retain up to 10% of any or all instalments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of OPW pursuant to this Agreement for which reimbursement is sought must be separately stated on the invoice and supported by appropriated receipts furnished to OPW.

8. ACCEPTANCE OF CONTRACT BY SELLER: This Agreement and any Purchase Orders issued hereunder constitute OPW's offer to purchase from Seller. This Agreement shall supersede all prior negotiations, discussions, and dealings, and shall constitute the entire agreement between OPW and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon OPW unless made in writing and signed on its behalf by a duly authorized representative of OPW and specifically references this Agreement. No conditions, custom, usage of trade, source of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to OPW and Seller shall immediately remedy such mistakes by refunding incorrect charges to OPW, or correcting such other discrepancies, unless otherwise directed by OPW.

9. REPLACEMENT OR SUBSTITUTION: Seller may not replace Goods returned to them except upon written instructions from OPW. Seller may not substitute or back order Goods subject to this Agreement without the consent of OPW. OPW retains the right to return any Good or piece of equipment that is deemed to be of unsatisfactory performance without penalty, for replacement or credit.

10. TITLE; RISK OF LOSS: Title and risk of loss of the Goods do not pass to OPW until the Goods are delivered to it. Seller must insure Goods from and after delivery to carrier until delivered to OPW.

11. MATERIAL TERMS: Seller acknowledges that all terms as to quantity, quality, and price, other specifications and time of delivery are material elements of this Agreement and each Purchase Order and must be strictly complied with.

12. SELLER'S WARRANTIES: Seller warrants that the Goods subject to this Agreement are 1) of excellent quality; 2) fit for the specific purpose for which they are intended; 3) fit for the ordinary purpose for which such goods are used; 4) will pass without objection in trade under the contract description; 5) do not infringe upon or violate any intellectual property right of another party; 6) comply with applicable federal and state laws; and that 7) all warnings, labels or tags contain adequate and accurate information with respect to the use, safety, treatment, and handling of the goods. Seller warrants that for a period of one (1) year from the date a Good is delivered to OPW, such Good will be free from any defects in material and workmanship, in conformity with any applicable specifications, and title to such Goods shall be unencumbered. Payment for Goods will not constitute approval or acceptance of Goods or services by OPW. OPW's right of inspection will survive payment. OPW reserves the right to return, at Seller's expense, any defective or nonconforming Goods for shipments received contrary to this Agreement. If requested by OPW, Seller will, at OPW's option, refund the purchase price of the Goods, or correct or replace, at Seller's expense, the defective or nonconforming Goods within ten (10) days after notice by OPW to Seller. All costs in connection with or as a result of such defective or nonconforming Goods, including, without limitation, cost to transport the Goods from OPW to Seller and return shipment to OPW, will be borne by the seller. This warranty will then continue as to the corrected or replaced Goods for one (1) year after the date of delivery of the corrected or replaced Goods to OPW. If Seller fails to repair or replace the defective or nonconforming goods at Seller's expense, rejected or nonconforming Goods will not be deemed delivered on-time unless corrected or replaced Goods are delivered within the on-time period applicable to the Purchase Order. Seller's warranties hereunder shall survive expiration or termination of this Agreement.

13. SITE INSPECTIONS: Upon forty-eight (48) hours notice, Seller shall allow authorized representatives of OPW (i) to inspect Seller's facilities and records at any time during normal business hours, and (ii) to make finished Goods or raw materials audits and prepare analytical data for quality control purposes with the assistance of the Seller's personnel. Seller shall not require OPW's representatives to sign any documents prior to entering such facilities, and Seller agrees that any such documents shall be void.

14. COMPLIANCE WITH APPLICABLE LAWS: Seller represents, warrants and covenants that all of the Goods, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that the Seller, Seller's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof. If any of the Goods are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Agreement. All rating or certification requirements specified in such government contract or subcontract or of which the Seller has knowledge shall be complied with. Seller agrees to furnish OPW with a certificate of compliance with any such laws and certification requirements in such form as may be requested by OPW. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller shall immediately notify OPW in the event that Seller is not in compliance with any provision of this section.

15. INTELLECTUAL PROPERTY: Seller warrants that the Goods and the sale and use of them will not infringe any Australian, United States or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property, and Seller acknowledges that OPW patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that OPW provides to the Seller are OPW's exclusive property and Seller disclaims all rights to same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of OPW, Seller agrees to disclose and on request to assign to OPW each invention, property right, confidential process or know-how and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights to same. All drawings, art work, special products, materials, information or data furnished by OPW and all intellectual property resulting from this Agreement (as referenced in the foregoing sentence) are OPW's exclusive property, shall be used by Seller only for OPW's work. Seller agrees to hold all information and knowledge of intellectual property confidential. OPW will market, distribute and/or sell Goods under its own trademark and trade name. OPW has the right to use any of the Seller's marks, names, other trade identities, copyrighted works or intellectual property, to the extent that Seller has incorporated such property in or used such property in manufacture of the Goods supplied by the Seller to OPW. Fully executed Non-Disclosure Agreements are evergreen and do not expire.

16. INSURANCE: SELLER agrees to carry insurance covering product liability and general liability in amounts of not less than \$5,000,000.00 per occurrence. All such policies shall provide for at least thirty (30) days prior written notice to OPW, of cancellation, non-renewal or material change in terms and conditions of coverage. At OPW's request, Seller will provide OPW with a certificate or certificates of insurance evidencing such coverage.

17. FORCE MAJEURE: OPW and Seller shall not be liable for any delay or failure of performance due solely to strikes, lockouts, or other labour disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If OPW believes that the delay or anticipated delay in Seller's deliveries may impair OPW's ability to meet its production schedules or may otherwise interfere with OPW's operations and such delay may last for a period of time that exceeds ten (10) days, OPW may at its option, and without liability to Seller, immediately terminate this Agreement and any Purchase Order. In the event of a shortage, Seller agrees to allocate its total available supply of Goods among OPW and Seller's other customers, if applicable, on a fair and equitable basis.

18. CANCELLATION, TERMINATION AND SUSPENSION: OPW reserves the right to cancel all or any part of the undelivered portion of a Purchase Order. This Agreement shall continue in full force and effect for one year from the date last executed below, and shall then automatically renew on an annual basis for additional one-year terms unless either party provides written notice to the other of its intent not to renew this Agreement at least 60 days before this Agreement would otherwise renew. This Agreement may be terminated by OPW at any time upon written notice when there are no outstanding Purchase Orders under this

Agreement or upon 30 days' prior written notice to Seller. This Agreement may be terminated by OPW or by the Seller at any time immediately upon written notice in the event of the other party's material breach of any term or provision of this Agreement, any Purchase Order, or upon the occurrence of any of the following events:

- a. such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency, or bankruptcy proceedings, or becomes unable, or admits in writing its inability to meet its obligations as they mature;
- b. the cancellation, suspension or other revocation of licenses, permits or authorizations necessary for such other party to conduct its business in accordance with this Agreement;
- c. Such other party makes any materially false or misleading statement, representation or claim;
- d. Such other party fails to prosecute the work so as to endanger performance of this Agreement;
- e. Dissolution or liquidation of such other party; or
- f. Such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice.

19. CANCELLATION FEES: OPW will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Agreement, upon termination, cancellation or expiration of this Agreement, Seller shall immediately cease use of any of OPW's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If this Agreement is cancelled due to an event caused by the Seller or resulting from the Seller's acts or omissions, OPW may complete Seller's performance by such reasonable means as OPW determines, and Seller shall be responsible for, and shall indemnify OPW against any damages and reasonable costs, including, without limitation, attorneys' fees incurred by OPW as a result thereof. Any amounts due Seller for Goods, work and other items delivered or provided by Seller in full compliance with the terms of this Agreement prior to such event shall be subject to set-off of OPW's additional costs of completion this Agreement and other damages incurred by OPW as a result of Seller's actions or omissions. For purposes of calculating any volume incentive, any Purchase Orders cancelled by OPW as a result of late delivery or other breach of this Agreement will be counted as made, delivered and purchased by OPW. OPW reserves the right from time to time, upon written notice to Seller, to suspend and reinstate execution of the whole or any part of this Agreement without invalidating any provision of this Agreement.

20. AVAILABILITY OF PARTS: During the term of this Agreement and for a period of ten (10) years thereafter, Seller shall make available to OPW repair parts for all Goods furnished under this Agreement. For the first five (5) years, prices for repair parts shall remain at current prices at time of execution of this Agreement; thereafter, prices shall be mutually agreed upon by the parties. Seller shall give one (1) year prior written notice to OPW in the event Seller will be unable to supply such parts and will use its best efforts to assist OPW in obtaining a reasonable alternative source of supply in accordance with this Agreement; provided, however, Seller's inability to provide such parts shall be a default of this Agreement. Without waiving any of its rights or remedies under this Agreement by law, OPW may, at its sole option, require Seller to provide OPW with drawings required to either manufacture or buy such parts and technical information or any other intellectual property or license or their rights Seller may have so that OPW can manufacture or obtain such parts from other sources. The technical drawings and specifications shall include, by example, and not by way of limitation: (a) manufacturing drawings and specifications of raw materials and components comprising such parts; (b) manufacturing drawings and specifications covering special tooling, fixtures, and the operation thereof; (c) a detailed list of all commercially available parts and components purchase by Seller on the open market disclosing the part number, name and location of the supplier and price lists, for the purchase thereof; (d) in-depth test specifications and procedures describing the methods of testing and repairing the material, and; (e) instruction consisting of know how and how necessary to fully use (a) thru (d).

21. PROPRIETARY INFORMATION: All information that is furnished by one party to another party pursuant to this Agreement ("Proprietary Information") will be subject to the following restrictions. Each party agrees that it will use all Proprietary Information disclosed to it by the other only in the manner contemplated in this Agreement and for no other purpose, disclosing Proprietary Information only to those of its officers, employees, agents, independent contractors or advisors ("Representatives") as will be directly concerned with performance under this Agreement, and provided such Representatives do not disclose any Proprietary Information to any third party and have agreed in writing to keep such Proprietary Information confidential in accordance with this Section. Except as provided above, each party agrees that it will not disclose Proprietary Information to any other person or entity without the express, prior written consent of the other party. Each party agrees that it will protect the confidentiality of Proprietary Information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Proprietary Information to the disclosing party immediately upon written request. The parties agree that Proprietary Information shall be considered commercial secrets qualified for protection under applicable law.

The parties shall have no obligation to protect the confidentiality of Proprietary Information that (a) can be demonstrated to have been known to the receiving party prior to the execution of this Agreement and was not acquired directly or indirectly from the disclosing party or from a third party under continuing obligation of confidentiality; (b) can be demonstrated to have been in the public domain as of the date of this Agreement or comes into the public domain during the term of this Agreement through no fault of the receiving party; or (c) can be demonstrated to have been independently developed by personnel of the receiving party who have no substantive knowledge of the Proprietary Information. The provisions of this section shall not apply to the disclosure of Proprietary Information to any government, any agency or department thereof, or any stock exchange to the extent required by law, any relevant stock exchange rules, provided that the party being required or requested to make such disclosure shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that an appropriate protective agreement or order may be sought or other arrangement put in place prior to the disclosure of the Proprietary Information. The other party shall have the right to petition to the agency, department or stock exchange concerned regarding such disclosure and to seek confidential treatment of any discretion. The foregoing obligations will survive termination this Agreement and will remain binding on each party, its respective affiliates, successors and assigns forever. This Agreement is designated as Proprietary Information subject to this section. OPW is granted permission by Seller to disclose this Agreement to any of its affiliates or subsidiaries.

22. FINANCIAL INFORMATION: Should OPW have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by OPW which OPW feels is necessary to address said concerns.

23. PARAMETRIC DATA: Seller shall provide such information concerning parts, materials, weight and other items requested by OPW and in the format specified by OPW. Seller shall also provide, at OPW's request, certificates of origin, certificates of compliance, and other related

documentation in the format specified by OPW. OPW internal part numbers to be visible on all compliance reports.

24. CHANGES: OPW reserves the right from time to time to change any specifications, drawings, delivery dates, quantities and items covered by this Agreement and any Purchase Order. If such change would materially affect the price or delivery date, OPW and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided the Seller shall have notified OPW in writing of any claim for such adjustment within thirty (30) days from the date of such notice from OPW. Seller shall not suspend performance of this Agreement while OPW and Seller are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of OPW. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Goods without prior written approval of OPW.

25. INDEMNIFICATION: Seller will indemnify and hold harmless, OPW and its affiliates, and their successors, assigns, employees, officers, directors, agents and representatives (the "Indemnified Parties") against any and all suits, liabilities, losses, damages, judgments, costs or expenses including, without limitation, legal fees and court costs (collectively, "Damages") as a result of any claim or action arising out of:

a. any actual or alleged illness or death of or injury to any person, any actual or alleged damage to or destruction of any property, or any other actual or alleged damage or loss whatsoever, resulting or alleged to result in whole or in part from any actual or alleged defect in any Goods or work covered by this Agreement;

b. breach by Seller of any provision of this Agreement or any warranty of Seller contained in this Agreement;

c. Connection with the design, development, manufacture, distribution, sale, use or repair of the Goods, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory; or

d. Result of any suit, claim or demand of any environmental, health, safety or other laws, rules, regulations in connection with the manufacture, distribution, transportation, storage, use or disposal of Goods or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents or representatives to perform services or labour in the plants or on the premises of OPW, its agents, customers or users, Seller agrees to indemnify and hold harmless the Indemnified Parties against all Damages for injury or damage to person or property arising out of such performance, except to the extent caused solely by OPW. Seller agrees that it will, when requested and given reasonable notice of pendency of such suits, claims or demands, assume the defence and costs of the Indemnified Parties against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the Worker's Compensation laws of the any state or jurisdiction. The Indemnified Parties' Damages will include, without limitation, the cost to replace the Goods or work covered by this Agreement and any consequential damages, including, but not limited to, loss of profits and claims made by the Indemnified Parties' customers. Seller will, if requested by an Indemnified Party, at Seller's own cost and expense, defend any such claim or action brought against an Indemnified Party or those using or selling OPW's products.

26. SELLER'S INSOLVENCY: OPW will have the right to cancel this Agreement without obligation or to require assurances of performance satisfactory to it in the event of the insolvency of the Seller.

27. WAIVER: Any waiver of strict compliance with the terms and conditions of this Agreement by OPW must be in writing and signed by OPW. Any such waiver will be strictly limited to its stated terms and shall not constitute a waiver of OPW's rights under any other provision of this Agreement, nor shall it be a waiver of OPW's right to strict compliance with the terms and conditions of this Agreement during future performance under the Agreement.

28. CUMULATIVE RIGHTS: OPW's rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies to which OPW is entitled to by law. The exercise of OPW of any right or remedy under this Agreement or under applicable law will not preclude OPW from exercising any other rights or remedies to which OPW is entitled to under this Agreement or by law.

29. SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement under any present or future law, rule, regulation or ordinance will not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Agreement.

30. AMENDMENT; TERMINATION: No modification or termination of this Agreement shall be binding upon OPW unless it is in writing and is signed by OPW and the Seller.

31. GOVERNING LAW; CONSENT TO JURISDICTION: This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales, Australia. OPW and Seller agree that any legal action or proceeding under or with respect to this Agreement may ONLY be brought in the courts of the State where OPW and its affiliated business units are located. The Seller expressly consents to personal jurisdiction in any of the above-mentioned forums and agrees to waive all defences based on improper venue or inconvenient forum should an action be brought therein.

32. DOVER CODE OF CONDUCT: By execution of this Agreement, the Seller acknowledges to have read and agreed to the Dover Supplier Code of Conduct and to comply with the same during the term of this Agreement. A fully executed copy of this Agreement will remain on file at OPW on the Seller's behalf.

33. CONFLICT MINERALS: OPW shall have the right to audit Seller's due diligence and supply chain due diligence to confirm Seller's certification pertaining to conflict minerals. Supplier shall not provide any tantalum, tin, tungsten or gold or their derivative metals or minerals (the "minerals") mined from Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic where such minerals directly or indirectly finance or benefit illegal armed groups. Upon request, Supplier shall provide Customer with evidence of Supplier's due diligence performed in compliance with this provision. Refer to Conflict Materials statement on www.liquip.com

36. STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY: OPW is committed to providing an inclusive work environment that is fair and equitable, free from unlawful discrimination, harassment, bullying and victimisation. OPW expects all of its Suppliers to follow the same moral principles as mandated by government regulations. During the performance of this Agreement (or any Purchase Order) the Supplier shall, in its dealings with its employees, have due regard to Commonwealth policies on employment including equal employment opportunity, access and equity, affirmative action, occupational health and safety, and workplace divers