

AMETEK CHINA ENTITIES STANDARD TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY OTHER TERMS AND 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 AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENTS 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.

PRICES 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 including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862), or those contemplated by an investigation under Section 301 of the Trade Act of 1974 (19 U.S.C. §2411), 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. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment in the event that the prices or costs related to any component, materials, parts, or commodities utilized in the Products or Services have increased following the

acceptance of any Order for any Products or Services (a "Component Adjustment"). Any Component Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services that is transmitted from Seller to Buyer in accordance with the terms and conditions hereof. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment due to increases in inflation occurring following the acceptance of any Order for any Products or Services (an "Inflation Adjustment"). The Inflation Adjustment for any Products or Services shall be made by multiplying (a) the ratio obtained by dividing the (i) Consumer Price Index (CPI) in place at the time of invoice by (ii) the Consumer Price Index (CPI) in effect at the time of acceptance of an Order times (b) the price or cost for any applicable Products/Services as set forth in the Order. Any Inflation Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services transmitted from Seller to Buyer in accordance with the terms and conditions hereof.

DELIVERY The point of delivery shall be "Ex-works" 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. Seller may deliver all or any part of Products/Services as early as 30 days in advance of agreed schedule. All estimated shipping or delivery dates are approximate, may be subject to change by the Seller at option, and are dependent on:

A: Receipt at the factory of all details pertaining to the Order and essential to its proper execution. **B:** Buyer's compliance with the payment terms and timely submission of such evidence as Seller may request that any required Export or Import License has been issued and is in effect.

The Buyer shall accept delivery of any part or all of the Products on every specific shipping or delivery as notified by the Seller through notices of readiness for shipment. In case that the Buyer refuses, unable to accept any delivery covered by an Order, or the Buyer fails to furnish the Seller with proper shipping instructions, the 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. Such liability of the Buyer is in addition shall in no way alter, the terms of payment of the Seller's invoice for the Products offered for delivery invoice shall be rendered and payment shall be made as if delivery had been consummated.

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 ninety (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.

If more than one delivery is made, each shall be deemed a separate transaction and shall be dealt with separately. Neither failure of, nor delay in any delivery, nor shortage in quantity or other defect in any very, shall in any way affect the obligations of both the Buyer and the Seller as to any other delivery.

TERMS OF PAYMENT A. Unless otherwise stipulated in the Order and/or the relevant contract, payment shall be made 100% in advance. That is, the Seller will make the delivery according to the agreement only when the Buyer has made 100% of the payment to the Seller.. Delays of transportation shall not extend terms of payment. Payments shall be made

by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in PRC Yuan Currency (Renminbi) or U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily. **B:** Should the Buyer's financial status be, or become, unsatisfactory to the Seller, the Seller may require full or partial cash payment in advance, or satisfactory security to the Seller, 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. All letters of credit shall:

- 1) Be in favor of and acceptable to the Seller;
- 2) Be maintained in sufficient amounts and for the period necessary to meet all payment;
- 3) Be irrevocable;
- 4) Be issued or confirmed by a reputable bank satisfactory to Seller within fifteen (15) days after acceptance of any Order;
- 5) Permit partial deliveries;
- 6) Provide for pro-rata payments upon the presentation of Seller's invoices and Seller's certificate delivery; and
- 7) Provide for the payment of any cancellation charges or interim amounts due under the of an acknowledgement of the concerning Order.

In default of such cash payment or satisfactory security, in addition to Seller's other rights and deliveries may be discontinued at the option of the Seller, and Seller shall receive from Buyer cancellation charges to cover the value of any completed or partially finished Products that are remaining on the order.

C. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

TERMS OF ORDER Orders shall be accepted and priced on the condition that the Buyer shall take complete delivery within twelve (12) months after the first scheduled ship date. Unless otherwise negotiated, the Seller reserves the right to cancel the unshipped balance of any Order that is not shipped within a twelve months period following the first scheduled ship date. In the event of such cancellation, charges shall be assessed.

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. No Order may be terminated in whole or part without Seller's prior express written consent, which consent shall be in Seller's sole discretion.

EXPORT CONTROLS; FCPA; UKBA; ANTIBOYCOTT AND UKCFA **A.** Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly 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 the End Use Statement that Buyer supplies Seller. Seller shall submit export clearance filings based on end use and end user information that Buyer provided to Seller. Failure of Buyer to comply with the requirements specified in 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 the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services. Buyer also warrants 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 the FCPA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or or UKBA 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. **D.** Buyer shall not facilitate tax evasion or fail to prevent tax facilitation in the UK or other countries in accordance with the requirements of the UK Criminal Finances Act (UKFCA).

NO RE-EXPORT TO RUSSIA **A.** The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with this order. **B.** The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (A) is not frustrated by any third parties further down the commercial chain, including by possible resellers. **C.** 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 (A). **D.** Any violation of paragraphs (A), (B) or (C) shall entitle 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 Products exported, whichever is higher. **E.** The Buyer shall immediately inform the Seller about any problems in applying paragraphs (A), (B) or (C), including any relevant activities by third parties that could frustrate the purpose of paragraph (A). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (A), (B) and

(C) within two (2) weeks of the simple request of such information.

WARRANTY POLICY 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 one (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 seven (7) days of the date of delivery or performance in written notice, unless the defect was not apparent on reasonable inspection, in which case, within seven (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.** No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. 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 return to designated address: No.155 PuHui Road, Jiu Ting Economic Development Area, Song Jiang District, Shanghai 201615, China or such other address as may be designated by the Seller. 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. **C.** 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. **D.** This WARRANTY POLICY 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. **E:** With respect to Products not manufactured by Seller, only the warranty, if any, given by the thereof shall apply.

LIMITATION OF LIABILITY The aggregate liability of Seller for all claims, 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 claims. 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 eighteen (18) months after cause of action accrues.

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.

REVISIONS No revisions in the Order, or specifications attached thereto, may be made without the written consent of the Seller. Instructions from the Buyer to suspend work or change specifications shall entitle Seller to an adjustment charge.

CANCELLATION BY BUYER. No order for Products which has been acknowledged by Seller may be cancelled by Buyer, except with the agreement in writing of Seller and, in the event of such cancellation; Buyer shall pay to Seller a sum calculated as:

- A Prior to ordering of materials: 5% of Order value
- B Prior to commencing manufacture: 25% of Order value
- C Prior to completion of manufacturing: 50% of Order value
- D After completion of manufacturing, (Products ready for shipment):100% of Order value.

Such sums shall be paid by way of liquidated and ascertained damages by Buyer to Seller and such sums are accepted as being a genuine pre-estimate of the losses likely to be suffered by Seller in such an event.

CANCELLATION BY SELLER. Buyer represents and warrants that it is not, and is not controlled by or affiliated with, any person or entity listed on any U.S. sanctions list, including but not limited to the Specially Designated Nationals ("SDN") and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Denied Persons List or Entity List maintained by the U.S.

Department of Commerce, the European Union, or the United Kingdom, or is located, organized or resident in a country or territory subject to comprehensive sanctions.

In the event that, at any time prior to the completion of the transaction, Seller determines, in its sole and absolute discretion, that the Buyer is or has become subject to any such sanctions, or that the transaction would otherwise violate applicable trade control or sanctions laws, Seller shall have the right to:

- 1) Immediate Cancellation: Immediately cancel any outstanding Order without prior notice to Buyer; and
- 2) No Liability: Seller shall not be liable to Buyer for any damages, losses, costs, or expenses (including, without limitation, lost profits or indirect, consequential, or punitive damages) arising from or related to such cancellation.

Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, and losses arising out of Buyer's breach of the representations contained in this Section.

RESCHEDULING For purposes of rescheduling delivery of the Products covered by this Order, each good shall be placed one of the four (4) categories, which shall be shown opposite each good listed on the face of this acknowledgement, in the column titled "CAT". The categories and their respective firm periods are:

No.	CAT(EGORY)	FIRM PERIOD
1	Seller Standard	30 days
2	Seller Modified Standard	60 days
3	Buyer Modified Standard	90 days
4	Buyer special	120 days

For each category, the "firm period" refers to the number of days immediately preceding the delivery fixed for any Products within such category.

If prior to the commencement of the appropriate firm period, Seller receives notification of the request to delay delivery, in the form of a written change notice, the Seller shall accept

such request no cost to the Buyer, except for such delays that shall affect quantity discounts.

If on, or after the commencement of the appropriate firm period, the Seller receives notification of the Buyer's request to delay delivery, in the form of a written change notice, the Seller shall accept such request only upon the Buyer's agreeing to pay a monthly rescheduling charge for each month, or part for which the original delivery date is delayed. This monthly charge shall be determined by the Seller.

Whenever possible, Seller shall attempt to honor the Buyer's request for acceleration of delivery. The Buyer shall be advised of any expediting charges associated with an acceleration of the delivery prior to the Seller's incurring such charges. No acceleration shall be undertaken by Seller until a written change notice, authorizing such charges, is received from the Buyer.

If an Order is placed on "hold", the Seller may incur rescheduling costs, depending on the length of the order is on hold, even if the original delivery schedule is reinstated. Any rescheduling costs shall be invoiced to the Buyer.

ACCEPTANCE An Order, if submitted by a district representative, shall be subject to written acceptance by the Seller.

TAXES The amount of any present or future sales, use, excise or other tax which the Seller now, or hereafter shall be required to pay, either on its own behalf, or on behalf of the Buyer or otherwise, with to the Products covered by an Order shall (unless such prices are expressly stated to include such tax) added to the prices contained in this Acknowledgement and paid by the Buyer. The Buyer shall and pay any such tax directly on any non-exempt transaction, in case where the Seller's shipment and subsequent invoice does not indicate a charge thereof.

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.

MINIMUM ORDER VALUE The minimum value order is USD 150 (or equivalent value in other currencies) In case the Order does not reach this amount, administrative fees can be applied.

GENERAL A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Pennsylvania, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Pennsylvania, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. Notwithstanding the foregoing, if both parties are incorporated and existing under the law of the People's Republic of China ("PRC"), the governing law shall be the law of the PRC and Buyer/Seller hereby consent to the venue of Seller. The United Nations Convention on the International Sale of Products 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 Order without the prior written approval of the Seller.

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.

PROHIBITION FOR HAZARDOUS USE Buyer understands and agrees that Products sold hereunder are not intended for application in, and shall not be used by Buyer in the construction or operation of a nuclear installation, a nuclear facility or a nuclear reactor 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 by Seller 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 the use or provision of such Products, execute a Nuclear Defense and Indemnification Agreement in a form acceptable to Seller.

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.

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.

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.