

GENERAL TERMS & CONDITIONS

for Enpro Incorporated Purchase Orders

General Terms and Conditions

1. **Definitions.** The word "Buyer" whenever used shall mean Enpro Incorporated. The party with which this order is placed is referred to herein as "Seller." The products, machinery, equipment, supplies and/or labor or services covered by this Purchase Order are referred to herein as "Goods." The term "Purchase Order," refers to and includes the actual Purchase Order document, these General Terms and Conditions, and any other documents specifically made a part of the Purchase Order.
2. **Acceptance: Entire Agreement.** Buyer shall not be bound by this Purchase Order until Seller executes and returns to Buyer a signed acceptance copy of this document and associated purchase order. Terms and conditions at variance with, or additional to, those contained in the Purchase Order are not applicable unless specifically agreed to in writing by an authorized representative of Buyer.
3. **Changes to Order and Overage.** Buyer shall have the right to make changes to and/or with this Purchase Order. Such changes shall include, but not be limited to, changes in any drawings and specifications upon which this Purchase Order is based. Should any change affect any prices (or delivery terms) contained in this Purchase Order, Seller shall, before proceeding, notify Buyer of any price changes (or changes in delivery terms) and receive Buyer's written agreement to the changes. No modification alteration amendment of this Purchase Order shall be effective unless in a written change order signed by Buyer and acknowledged by Seller. No charges for any changes not so authorized will be paid. Any over shipments shall be at Seller's risk, and Buyer may delay payment without loss of discount. All costs in returning over shipped items, if so desired by the Buyer, will be at Seller's expense.
4. **Assignment.** Seller shall not assign its rights or delegate or subcontract its performance under this Purchase Order in whole or in part without the prior written consent of Buyer. Any attempted assignment, delegation or subletting without Buyer's prior written consent shall be void and shall constitute a material breach of this Purchase Order by Seller.
5. **Nonconforming Goods.** Seller shall maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Purchase Order. Records of all quality control inspection work by Seller shall be made available to Buyer, if requested. All Goods furnished under this Purchase Order are subject to final inspection and approval at destination by Buyer. Any Goods not in compliance with any specifications or other requirements of this Purchase Order are subject to rejection by Buyer, and any or all of such Goods may be returned by Buyer to Seller at Seller's expense. No goods returned as non-conforming shall be replaced unless authorized by Buyer. Any payments for Goods made prior to inspection shall not constitute an acceptance of said Goods or impair the remedies of Buyer as provided by law and by this Purchase Order.
6. **Shipment, Risk of Loss and Delivery.** All Goods shall be shipped F.O.B. Buyer's plant unless specified to the contrary in the Purchase Order, and title and risk of loss to and with respect to the Goods shall remain with the Seller until the Goods are delivered to Buyer at Buyer's plant or such other destination specified on the purchase order or other written correspondence referencing the items on the Buyer's purchase order. All goods must be suitably packed, marked and shipped in accordance with the requirements of applicable common carriers in a manner to secure the lowest transportation cost. No charge shall be made by Seller for packing, boxing, drayage or storage unless otherwise stated in the Purchase Order. A complete packing list shall be enclosed with all shipments with reference to the Buyer's Purchase Order number. Delivery of Goods shall be made pursuant to the schedule or date specified on the Buyer's Purchase Order or related written change orders/documentation associated with and referencing the Buyer's Purchase Order number. Seller agrees that time is of the essence in the performance of supplying the goods to the Buyer in accordance to the schedule or date specified on the Buyer's Purchase Order or related written change orders/documentation associated with the Buyer's Purchase Order. Buyer reserves the right to return, at no cost to Buyer and shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly. In the event Seller fails to deliver the Goods within the time specified, Buyer may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Each delivered container must be labeled and marked to identify contents without

opening and all boxes and packages must contain packing sheets listing contents. Buyer's Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

7. Export Control. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R.120 et seq., and the Export Administration Regulations, 15 C.F.R.730-774. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, etc., arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors in the performance of any of its obligations under this clause.

8. Notice of Termination and Default. Buyer may, at its election, by delivery to Seller of written notice of termination, cancel this Purchase Order or any part hereof (a) if Seller fails to deliver the Goods in accordance with any delivery or performance dates specified herein, (b) if Seller fails to comply with any other provision of this Purchase Order and does not cure such failure within a period of ten (10) days or such longer period as Buyer may authorize in writing, or (c) upon the occurrence of any of the following: the voluntary or involuntary liquidation or dissolution of Seller, the sale or other disposition of all or substantially all of the assets of Seller, or the marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of Seller, or other similar proceeding affecting Seller or any of its assets, or any action taken by any trustee or receiver or by any court in any such proceeding, or the disaffirmance, rejection or postponement in any such proceeding of any of the Seller's obligations pursuant to this Purchase Order. In the event of any cancellation for the reasons described in (a) or (b) or (c) above, Buyer may purchase similar Goods and Seller shall be liable to Buyer for all loss or damage suffered or incurred by Buyer arising or resulting from such cancellation including without limitation, any additional cost or expense incurred in purchasing the Goods elsewhere. However, Seller shall not be so liable for failure to deliver the Goods in accordance with delivery or performance dates when such failure is due to causes beyond the control and without the fault or negligence of Seller, and Seller has notified Buyer within forty-eight (48) hours of the commencement of the occurrence that caused such failure.

9. Disputes. Until final resolution of any disputes relating to this Purchase Order, the Seller shall diligently proceed with the performance of this Contract as directed by Buyer.

10. Payment. Unless otherwise provided, terms of payment shall be net sixty (60) days from the latest of the following: (1) Buyer's receipt of a proper invoice. Unless otherwise expressly stated herein, invoices dated prior to delivery of Goods will not be accepted. Buyer may withhold any payment due to such extent as may be necessary to protect Buyer from loss because of a reasonable doubt that; (a) the Goods will meet the requirements of this Purchase Order, or (b) the Goods are delivered on the date or dates specified in this Purchase Order. Upon the submission of proper invoices, Buyer shall be paid the prices stipulated herein for Goods delivered and accepted, or services rendered and accepted, less deductions, if any. Unless otherwise specified, payments will be made on partial deliveries accepted by Buyer if Buyer, in its sole discretion, determines that the amount due is sufficient to warrant such partial payments, in connection with any discount offered, time will be computed from date of delivery at destination or from the date a correct invoice is received, if the latter date is later than the date of delivery. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by the government, all or which shall be listed separately on the invoice, if required.

11. Warranty. In addition to any other warranties, Seller warrants that the Goods shall be new materials (as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety) unless otherwise specified, will conform to any specifications, drawings, samples or other descriptions furnished or specified by Buyer, will be merchantable and will be free from any defects in design, workmanship and materials for a period of one year from date of initial use. Any replacement or repair of materials or correction to workmanship shall be additionally warranted for a period of one year from the date the defect is remedied. Any replacement parts or other materials provided pursuant to this warranty shall be shipped F.O.B., Buyer's plant (or other destination specified by Buyer).

13. Compliance with Laws:

(A) By accepting this Purchase Order, Seller acknowledges, warrants and agrees to these Terms and Conditions and that all Goods furnished under this Purchase Order shall comply with all laws and regulations applicable in the State of Illinois and the United States of America. Seller acknowledges and warrants that their company, subcontractors, representatives, designees, et al. are in compliance with all U.S. Department of Labor applicable laws and regulations.

(B) Seller shall indemnify buyer and hold buyer harmless from and against all fines, response and remedial costs, and other damages or injuries assessed against or costs incurred by Buyer resulting from noncompliance by Seller with applicable laws and regulations.

(C) Seller shall furnish Buyer, no later than the date the goods are delivered, with a Safety Data Sheet (SDS) for any goods which are covered by the Occupational Safety and Health Act Hazard Communications Standard.

(D) Seller also warrants to Buyer that Seller is an affirmative action/equal opportunity employer, and Seller hereby certifies that it is in compliance

with all applicable foreign, federal, state and local employment laws, orders, rules and regulations.

(E) Seller shall indemnify Buyer from any damages, liabilities, claims, losses, penalties and expenses (including attorneys' fees) paid or incurred by Buyer as a result of any breach by Seller of this purchase order or these warranties.

(F) Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

(G) Seller waives all claims for all consequential, incidental, indirect, punitive, or special damages arising out of or relating to these Terms and Conditions.

14. Cancellation by Buyer:

(A) Cancellation due to causes beyond Buyer's control. Buyer may cancel this Purchase Order in whole or in part or defer acceptance of any Goods purchased in the event of a shutdown of its plant or a substantial reduction in the operation of said plant due to strikes, floods, riots, accidents, acts or failures to act of any governmental entity or of Seller, major equipment breakdowns, or any other causes whatsoever, whether similar or dissimilar to those set forth above, provided that any such cause was beyond the reasonable control of Buyer. In the event of such a cancellation or deferral, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, a reasonable cancellation or deferral charge, which charge shall in no event exceed the actual damages incurred by Seller as a direct result of the cancellation or deferral.

(B) Cancellation for convenience of Buyer. Buyer also reserves the right to cancel this order in whole or in part at any time, for its convenience, by written notice to Seller, immediately upon receipt of notice of such cancellation. Seller shall stop all performance under this Purchase Order, except as otherwise directed by Buyer. If Seller is not in default of any of its obligations under this Purchase Order at the time of such termination, Buyer shall pay to Seller as its sole and exclusive remedy, an amount equal to those reasonable and documented costs incurred by Seller prior to termination. Provided, however, that the above amount plus any prior payments shall in no event exceed the purchase price of the Goods. All Goods completed or partially completed prior to termination shall become the property of Buyer, or at Buyer's option, the salvage value of the Goods may be deducted from the amount due Seller by reason of the termination.

15. Patent Infringement. Seller hereby agrees to indemnify and hold harmless Buyer and its successors, assigns and customers and the users of its products against all costs whatsoever involved in any and all claims and suits for infringement or patent and patent rights arising from the purchase or use of the Goods. Buyer shall give Seller reasonable notice of any such claim or suit, and Seller agrees to undertake at its own expense the defense of any and all such claims or suits. In addition, upon notification by Buyer of an infringement claim, Seller shall do one of the following: (a) procure for Buyer the right to continue using the Goods on a permanent basis, without cost to Buyer and without any restrictions on the right of Buyer to use the Goods for the purpose for which they are intended, or (b) replace the same with non-infringing Goods satisfactory to Buyer, or (c) modify the goods in a manner satisfactory to Buyer so that they become non-infringing.

16. Nonwaiver of Remedies. The remedies of Buyer provided for in this Purchase Order shall be cumulative and shall be in addition to any other or further remedies provided in law or equity. No delay in the exercise of, or failure to exercise any right, remedy or power of Buyer shall be construed to be a waiver thereof, and such right, remedy or power may be exercised from time to time as often as may be deemed expedient by Buyer.

17. Indemnity. Seller shall indemnify and hold harmless Buyer and its agents, officers, directors, employees and assigns from and against any and all liabilities, claims, losses, damages, penalties, costs or expenses, (including, but not limited to court costs and reasonable attorneys' fees) related in any way to (A) any breach of these Terms and Conditions by Supplier (B) any damage to property of Buyer or others of whatsoever kind or nature or (C) injury to persons (including, without limitation, death) arising from the delivery, use or operation of the Goods which may or may not be due to the negligent or willful and wanton acts or omissions of Seller, its agents, independent contractors, subcontractors, officers or employees and whether or not caused or contributed to, in whole or in part, by the negligent acts or omissions of Buyer or any of its agents, officers, directors, employees and assigns or any other person or entity.

18. Controlling Law and Severability. The terms and conditions of this Purchase Order shall be construed and interpreted under, and all respect rights and duties of the parties shall be governed by, the laws of the State of Illinois and United States of America Federal law to the extent the same may apply. If any provision or requirement of this Purchase Order is declared or found to be unenforceable, the balance of this Purchase Order shall be interpreted and enforced as if the unenforceable provision or requirement had never been a part of this Purchase Order.

19. Confidential and Proprietary Information; Ownership. The Buyer agrees, as does the Seller, to adhere to normal confidentiality and secrecy standards and practices with respect to all information received from each other except information which (a) at the time of its disclosure is in the public domain, (b) after disclosure becomes part of the public domain by publication or otherwise through no fault of the party bound to keep such information confidential, (c) which either the Buyer or Seller can show was in its possession at the time of disclosure or received by such party after disclosure from the third party who did not require the Buyer or Seller to hold it in confidence and did not acquire it from the other party under an

obligation of secrecy. Upon termination, each party will return all written information and software received under the Agreement from the other. The parties agree to maintain the confidentiality of all such information and take all appropriate measures to do so such as, but not limited to, informing all persons having access to such information of its confidential nature.

20. Force Majeure. Buyer shall not be liable for delay in acceptance of goods or services or for any other interruption, delay, loss or damage which is incurred or suffered as a result of a Force Majeure, and Buyer's obligations hereunder shall be excused and suspended during the period such Force Majeure remains in effect. "Force Majeure" shall mean a condition or cause beyond the reasonable control of Buyer, including but not limited to acts of God, including floods, storms, earthquakes, hurricanes, tornadoes or other severe weather or climatic conditions; plant shutdown; widespread disease or virus, including pandemics or epidemics; acts of public enemy, war, blockade, insurrection or riot; fire, wreck, washout or explosion; strike, lockout or labor dispute; embargoes or governmental laws, orders or regulations; equipment failure; shortage of energy or raw materials; act of governmental authority or compliance with governmental laws and regulations; or circumstance beyond Buyers' control not enumerated in the foregoing which reasonably shall prevent Buyer from performing its obligations in the usual and normal course of its business. Buyer may terminate the Order, without penalty, if Force Majeure continues longer than three (3) months.

21. Retention of Records. Unless a longer period is specified in the Purchase Order or by law or regulation, Seller shall retain all records relating to this Purchase Order for seven (7) years from the date of final payment received by Seller. Records include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the Buyer upon request.

The following clauses are also incorporated, as appropriate:

This Seller and Seller's subcontractors, if applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Seller and Seller's subcontractors must refrain from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.