



GEMÜ VALVES, INC. PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability.

(a) These Purchase Order Terms and Conditions (the "**Terms**") govern any purchase order issued by Gemu Valves, Inc. or its affiliates ("**Buyer**") that incorporates these Terms by reference (the "**Purchase Order**"). The issuance of the Purchase Order to the party identified as SUPPLIER in the Purchase Order (the "**SUPPLIER**") is an offer by the Buyer for the purchase of goods specified in the Purchase Order (the "**Goods**") from Supplier in accordance with and subject to these Terms. The Terms together with the terms of the Purchase Order are referred to herein as the "**Order**".

(b) The Order, together with any documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier's acceptance to the terms of the Order. The Order's terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with the Order.

(c) These Terms apply to any repaired or replacement Goods provided by Supplier hereunder.

(d) Buyer is not obligated to any minimum purchase or future purchase obligations under the Order.

2. Acceptance. The Order is not binding on Buyer until Supplier accepts the Order by providing a written confirmation to Buyer (email acceptable), or starting performance in accordance with the Order within ten (10) days of Buyer's issuance of the Order. If Supplier does not accept the Order within ten (10) days of Buyer's issuance of the Order, the Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Supplier.

3. Delivery Date. Subject to Section 4, Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer, in its sole option, may: (a) agree in writing to a different Delivery Date; or (b) terminate the Order immediately, without liability to Supplier, by providing written notice to Supplier, and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date.

4. Quantity. If Supplier delivers more than one hundred percent (100%) of the quantity of Goods ordered, Buyer may reject any or all excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's risk and expense. The total Price (as hereinafter defined) for the Goods shall be adjusted on a pro rata basis to include any excess Goods not rejected by Buyer. Supplier shall in no event deliver to Buyer less than the quantity of Goods ordered except with Buyer's express prior written consent, which may be withheld in Buyer's reasonable discretion.

5. Delivery Point. The Supplier shall deliver the Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer.



6. Shipping Terms. Delivery shall be made at the Delivery Point in accordance with the terms in the Purchase Order. If the Purchase order does not state shipping terms, shipping terms shall be DAP.

(a) Title passes to Buyer upon delivery of the Goods to the Delivery Point. Supplier bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

(b) Supplier shall be responsible for arranging the shipping of the Goods to Buyer according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are timely delivered in undamaged condition and in compliance with the terms and conditions of the Order, industry standard, and applicable law. Supplier shall pay all costs of carriage and insuring the Goods in transit to the Delivery Point. Unless otherwise specified in the Purchase Order, the Price (defined below) includes all insurance, customs duties, packaging, and transportation costs to the Delivery Point.

(c) Supplier shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Supplier shall provide Buyer all shipping documents, including, but not limited to, the commercial invoice, packing list, air waybill or bill of lading, and any other documents necessary to release the Goods to Buyer within three (3) business days after Supplier delivers the Goods to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

(d) Unless otherwise specified in the Purchase Order, Supplier may not make partial shipments of Goods to Buyer.

(e) All goods shall be packed for shipment in accordance with applicable law and industry standards and according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Supplier's expense.

7. Amendment and Modification. No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of Buyer.

8. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are damaged, defective, or otherwise nonconforming. If Buyer rejects any portion of the Goods, Buyer has the right, at its sole option and effective upon written notice to Supplier, to: (a) terminate the Order in its entirety, without liability to Supplier; (b) accept the Goods at a reasonably reduced price; or (c) require repair or replacement of the rejected Goods. If Buyer requires repair or replacement of the Goods, Supplier shall, at its risk and expense, promptly repair or replace the rejected Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Goods and the delivery of repaired or replacement Goods. If Supplier fails to timely deliver repaired or replacement Goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof and terminate the Order for cause pursuant to Section 17. Any exercise by Buyer of its rights and remedies under this Section 8 shall not affect Supplier's obligations or Buyer's rights and remedies under the Order or applicable law, and Buyer shall have the right to conduct further inspections after Supplier has carried out any remedial actions.

9. Price. The price of the Goods is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all fees and applicable taxes, including, but not limited to, all sales, use or



excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Supplier shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced and undisputed amounts due to Supplier within thirty (30) days after Buyer's receipt of such invoice. In the event of a payment dispute, Buyer shall deliver a written statement to Supplier no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 10. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

12. Warranties. Supplier represents, warrants, and covenants to Buyer that:

(a) for a period of twelve (12) months from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) be fit and safe for their intended purpose and operate as intended; and (iv) be merchantable;

(b) no claim, lien, or action exists or is threatened against Supplier that would interfere with Buyer's use or sale of the Goods;

(c) the Goods do not and will not infringe or misappropriate any third party's patent or other intellectual property rights; and

(d) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Supplier notice of noncompliance with this Section, in addition to other remedies available to Buyer under the Order or at law or equity, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Buyer.

13. General Indemnification. Supplier shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, managers, members, advisors, employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, reasonable attorney and professional fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**"), arising out of or occurring in connection with the Goods or Supplier's negligence, willful



misconduct, or breach of the Order. Supplier shall not enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.

14. Intellectual Property Indemnification. Supplier shall, at its expense, defend, indemnify, and hold harmless Buyer and any other Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or such Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.

15. Insurance. During the term of the Order, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including but not limited to product liability) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate with financially sound and reputable insurers. Upon Buyer's request, Supplier shall provide Buyer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Section 15. The certificate of insurance shall name Buyer as an additional insured. Supplier shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer's insurers, Buyer, and any other Indemnitees.

16. Compliance with Law. Supplier is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order.

17. Termination. Buyer may terminate the Order, in whole or in part, at any time with or without cause for undelivered Goods on ten (10) days' prior written notice to Supplier. In addition to any other remedies that may be provided under these Terms or otherwise, Buyer may terminate the Order with immediate effect upon written notice to the Supplier if Supplier has not performed or complied with the Order, in whole or in part. If the Supplier becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate the Order upon written notice to Supplier. If Buyer terminates the Order for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW AND EXCLUDING INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 13 AND 14, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOST PROFITS, LOST SALES, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL LOSS.

19. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure or delay in exercising any right, remedy, power, or privilege arising from the Order shall operate or be construed as a waiver thereof.

20. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Order is confidential, may only be used for the purpose of performing the Order and may not be disclosed



unless authorized by Buyer in writing. Upon Buyer's request, Supplier shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

21. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Order, for any failure or delay in fulfilling or performing any term of the Order, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 21, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

22. Assignment. Supplier shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 22 shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Buyer may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under the Order without Supplier's prior written consent.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in the Order, express or implied, is intended to or shall confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order.

25. Choice of Law. All matters arising out of or relating to each Order, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

26. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to the Order, including all exhibits, schedules, attachments, and appendices attached to the Order, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claim, in any forum other than Fulton County, Georgia, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in Fulton County, Georgia. Each party agrees that a final judgment in any such action, litigation, or



proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. Cumulative Remedies. The rights and remedies under each Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if Buyer terminates the Order in accordance with Section 17, Supplier's sole and exclusive remedy is the right to payment for the Goods received and accepted.

28. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29. Severability. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Subject to the limitations and other provisions of the Order: (a) the representations and warranties of the parties contained in the Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Order: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Laws, Confidentiality, Choice of Law, Choice of Forum, and Survival.
