

**AMETEK SURFACE VISION, A BUSINESS UNIT OF AMETEK, INC. TERMS AND CONDITIONS OF SALE FOR STANDARD PRODUCTS AND SERVICES ("Terms and Conditions")**

**1. PRICING.** All price quotations for AMETEK SURFACE VISION, a business unit of AMETEK, Inc. ("AMETEK") products ("Products") or engineering services ("Services") provided hereunder are valid for thirty (30) days unless otherwise noted. 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), 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.

**2. PAYMENT.** Unless otherwise quoted or agreed to in writing by AMETEK, terms of payment to customers for Products shall be 50% of the total purchase price upon issuance of a purchase order (and in any event prior to shipment of the Product) and 50% of the total purchase price upon shipment of the Product, within thirty (30) days from the date of invoice. Terms of payment to customers for support Services shall be 100% of the total purchase price upon issuance of a purchase order, within thirty (30) days from the date of invoice. Travel and living expenses incidental to dispatch Services shall be reimbursed by Buyer monthly based on actual, reasonable and documented expenses incurred by AMETEK. Any travel and/or waiting times shall be invoiced at the agreed rate for Services. If the financial condition of Buyer is unsatisfactory to AMETEK, AMETEK may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. AMETEK may alter or suspend credit whenever the payment history or financial condition or risks associated with Buyer warrants such action. Overdue payments will be subject to a 1.5% monthly interest rate, or the maximum permitted by law. Buyer shall be liable for all costs and attorneys' fees incurred by AMETEK in the collection of delinquent accounts.

**3. TAXES AND DUTIES.** Prices for Products or Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by AMETEK to the sales price whenever AMETEK has the legal obligation to collect same, and (ii) shall be paid by Buyer unless Buyer provides AMETEK with an appropriate tax-exemption certificate. For sales to points outside the U.S., all duties, taxes, licenses, and fees, including customs, are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by AMETEK shall be passed on to Buyer.

**4. FREIGHT AND SHIPMENTS.** Product delivery terms for U.S. sales are Ex Works (EWX, Incoterms 2010) AMETEK origin, and for international sales are Free Carrier (FCA, Incoterms 2010) AMETEK origin. Subject to the limitation set forth in Section 17 hereof, title to all goods sold hereunder shall pass to Buyer upon delivery. Any freight and delivery charges paid by AMETEK in connection with shipments to Buyer will be passed on to Buyer. Buyer shall notify AMETEK in writing relative to any shipment shortage within ten (10) days of receipt. AMETEK shall not be liable for delays in delivery or performance due to causes beyond its reasonable control. In the event of any such delay or failure, AMETEK shall be entitled to extend the delivery date by a commensurate period of time. AMETEK shall have the right to cancel any order or to refuse or delay shipment if Buyer fails to meet payment terms or if there is any materially adverse change in Buyer's financial status. Export of AMETEK Products or Services outside the U.S. is subject to the latest U.S. Export Regulations issued by the U.S. Department of Commerce, adherence to which is Buyer's responsibility after initial shipment by AMETEK. Buyer shall not make any disposition of the Product, 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 AMETEK's invoices. AMETEK shall not be named as shipper or exporter of record or U.S. principal party-in-

interest (USPPI) unless specifically agreed to in writing by AMETEK in which case, Buyer shall provide AMETEK with a copy of the documents filed by Buyer for export clearance purposes. At AMETEK's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing AMETEK to cancel related purchase order(s) without liability.

**5. CANCELLATION OR SCHEDULE CHANGES.** Buyer schedule changes made within thirty (30) days of scheduled Product shipment or commencement of Services are subject to a 5% rescheduling fee. Orders canceled by Buyer prior to the date scheduled for Product shipment or commencement of performance of Services will be subject to the following cancellation charges: 0-30 days before shipment/performance - 20% of order value; 31-60 days before shipment/performance - 10% of order value; 60+ days - 0. Orders or order line items for custom parts or products are non-cancelable.

**6. SOFTWARE LICENSE.** All AMETEK software ("Software") is provided to Buyer under license only, and not by sale. Subject to Buyer's compliance with these Terms and Conditions, AMETEK grants to Buyer a non-exclusive, non-transferable license to use and sub-license the Software object code, as supplied by AMETEK, for use on or in conjunction with a single AMETEK vision processor or other single hardware module capable of operating the Software. Except as may be required by applicable third party licenses or as expressly permitted by these Terms and Conditions, Buyer's reverse-engineering, decompilation, or disassembling of any portion or version of the Software, or the attempting of any of the foregoing, or the aiding or abetting of others to do so, is strictly prohibited and Buyer hereby waives any rights under any applicable law with respect thereto. Buyer further acknowledges that the Software qualifies as original works and constitutes copyrighted material, and that Buyer and/or its sub-licensees shall neither (i) make or distribute unauthorized copies of the Software, nor (ii) acquire any ownership rights in the Software. Except as expressly licensed to Buyer hereunder, all rights, title and interests to and in the Software and all extensions, enhancements and modifications thereof shall remain at all times with AMETEK and any third party holding a valid interest in the Software. Buyer is expressly prohibited from using any portion or version of the Software with any other software or copyrighted work in such a way that any portion or version of the Software would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require AMETEK or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to AMETEK. Portions of the Software may include one or more components that are derived from software subject to a General Public License ("GPL"), Lesser General Public License ("LGPL") or other open source license. Any such components are licensed exclusively under such GPL, LGPL or other open source license, as applicable, and not under the Software License Terms and Conditions hereinabove.

**7. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IN NO EVENT SHALL AMETEK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS, PROFITS, DATA AND/OR USE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING THE FOREGOING, AMETEK'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

**8. SUITABILITY DISCLAIMER.** The performance of the Products depends on a variety of parameters (such as illumination, calibration, and image quality) which are beyond the control of AMETEK. Performance of the Products may vary considerably from one application to the next. AMETEK MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION.

**9. WARRANTY.** AMETEK warrants (i) Product hardware (except UPS batteries) to be free from defects in material and workmanship and its Product Software to operate in accordance with its documentation for a period of twelve (12) months from shipment, and (ii) UPS batteries to be free from defects in material and workmanship for a period of six (6) months from shipment, unless a different period is otherwise quoted in writing by AMETEK. If a Product unit fails during the warranty period, the original Buyer (not other parties which may have physical possession of the Product) shall notify AMETEK and request a return authorization. The defective unit shall then be returned to AMETEK's repair center by Buyer or its designate, freight prepaid, together with a failure report. It will either be repaired or replaced, at AMETEK's option, and returned to Buyer or its designate, freight prepaid. AMETEK is not responsible for providing a replacement unit during the repair period. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, hardware, software or interfacing; (iii) unauthorized modifications, misuse or accidents; (iv) operation outside of the environmental specifications of the Product; or (v) improper site preparation and maintenance. All Services shall be performed in professional manner, in conformity with industry standards. EXCEPT AS EXPRESSLY STATED HEREIN, ALL SOFTWARE IS PROVIDED "AS IS". THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. AMETEK INDEMNIFICATION.** AMETEK shall indemnify and defend Buyer against any claim, suit, or proceeding brought against Buyer by a third party insofar as such claim, suit or proceeding is based upon an assertion that any Product delivered hereunder infringes upon a U.S. patent or registered copyright, provided Buyer (i) notifies AMETEK promptly in writing as to any such claim, suit or proceeding, (ii) grants AMETEK sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a AMETEK request for assistance. Should any Product become, or in AMETEK's opinion be likely to become, the subject of a cause of action of infringement, AMETEK may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that it is no longer infringing, or (c) request return of the Product and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight line depreciation over a five (5) year useful life. AMETEK shall have no liability if the alleged infringement is based upon (1) the manner of combination with non-AMETEK products; (2) the inspection application or manner of use of the Product; (3) Buyer's use of any older version of Software when use of a newer AMETEK revision would have avoided the infringement; (4) any modification made without AMETEK's written approval; (5) any modification made by AMETEK pursuant to Buyer's specific instructions; or (6) any intellectual property right owned by Buyer, any of its affiliates or any end user, or licensed by any of the foregoing from a third party. Notwithstanding the foregoing, in no event shall AMETEK's liability to Buyer under this Section 10 exceed the amount paid by Buyer to AMETEK for any allegedly infringing Product. THIS SECTION 10 STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND AMETEK'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

**11. PRECEDENCE.** In the absence of a separate, duly executed agreement between AMETEK and Buyer, BUYER'S PURCHASE OF AMETEK PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The Terms and Conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither AMETEK's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No change or modification to the Terms and Conditions herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

**12. WAIVER.** No failure to exercise, delay in exercising or course of dealing under these Terms and Conditions shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, power or privilege under these Terms and Conditions preclude any further exercise thereof, or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**13. ASSIGNMENT.** Any order subject to these Terms and Conditions may not be assigned by Buyer without prior written consent from a duly authorized representative of AMETEK.

**14. SURVIVAL.** The completion or termination of any order governed by these Terms and Conditions shall not prejudice any rights or relieve any obligations that have arisen on or before the date of such completion or termination. Any provision herein that by its very nature or context is intended to survive order completion or termination, including but not limited to provisions concerning payment of outstanding amounts, indemnities and limitations of liabilities, shall so survive.

**15. DATA PRIVACY.** AMETEK will take all necessary steps to comply with any applicable data privacy laws when handling any personal data which Buyer may provide. AMETEK's data privacy policy is available at [www.ametek.com/privacypolicy](http://www.ametek.com/privacypolicy), is fully incorporated herein and hereby, and forms an integral part of these Terms and Conditions.

**16. INVOICE FRAUD PREVENTION.** Given the increased risk of invoice fraud, Buyer should treat any notification to change details of AMETEK's bank account with suspicion. AMETEK will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address or bank account via email. Buyer shall always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Buyer shall verify any requested changes by speaking to a known AMETEK representative.

**17. MISCELLANEOUS.** The illegality or unenforceability of any provision herein shall not affect the validity and enforceability of any other legal and enforceable provisions hereof unless such illegality or unenforceability destroys the underlying business purpose of the affected transaction. Except as prohibited by U.S. bankruptcy laws, in the event of Buyer's insolvency, inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, AMETEK may elect to cancel any unfulfilled obligations to Buyer hereunder. AMETEK shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC). This order and these Terms and Conditions shall constitute the security agreement required by the UCC of the appropriate state. Buyer grants AMETEK full authority to execute and file on Buyer's behalf such financing statements necessary for AMETEK to perfect AMETEK's security interest. Buyer warrants that it shall not violate or cause AMETEK 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, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused AMETEK 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 AMETEK. Buyer further warrants that Buyer shall not violate or cause AMETEK 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 AMETEK to make statements or certifications against countries that are not subject to boycott by the U.S. The rights and obligations of the Buyer and AMETEK 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/AMETEK hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, AMETEK may, without limiting its other rights and remedies, be entitled to seek equitable relief, including but not limited to injunctive relief, in any court of competent jurisdiction.