MILWAUKEE VALVE

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE. c Acceptance of this order must be prompt andlimited to the terms appearing on the face of the order and herein. Buyer hereby objects to the inclusion of any different or additional terms proposed by Seller in its acceptance of this order,and if such different or additional terms are so included in Seller'sacceptance, Seller agrees thata contract of sale will result solely upon the terms stated herein, unless Buyer agreed in writingto accept such different or additional terms prior to Seller's returning its acceptance to Buyer. No oral agreement or otherunderstanding shall in any waymodify this order or the terms or conditions hereof.

2. ROUTING. All goods shall be shipped pursuant to the shippinginstructions found on the face ofthis order. All packages, packing slips, bills of lading and invoicesmust be plainly marked with the order number shown on the face of this order. Packing slips must accompany goods.

3. INVOICES. Invoices must be emailed or mailed to Buyer no later than the first business day following shipment.

4. DELIVERY. Time is of the essence in the performance of this order. Buyer may accept or return toSeller at Seller's expense items received in advance of their required delivery date as specified onthe face of this order. No such retention shall waive Buyer's right to return subsequent shipments delivered in advance of the required delivery date, nor shall said retention accelerate time for payment.Buyer may return overshipments at Seller's expense forfull credit or retain such overshipments at no increase in price. Seller shall not without Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or deliverin advance of schedule. In the event of termination orchange, no claims will be allowed for any such manufacture or procurement in advance of such normalflow time unless there has been such prior written consent of Buyer. Buyer further reserves the right to cancel this order and to charge Seller with any damages incurred as a result of Seller's failure to make delivery within the time specified in this order.

5. PRICES. The price for each item covered by this order shall be the price as shown for such itemson the face of this order, or when the price is estimated or not shown, the price of Seller in effect on the date of delivery for like quantitiesof items of like grade and quality to customers in the same class as Buyer shall be applicable. No change in price without Buyer's specific consent and authorization in writing will be accepted. Seller warrants its price as herein stated is the lowest prevailing market price for the goods. If at time of shipment Seller's price for like goods is less than herein stated, the price of the goods ordered shall be reduced accordingly.

6. QUANTITIES. The specific quantity ordered must be delivered in full and not be changed without Buyer's consent in writing. Any different quantity is subject to Buyer's rejection and return at Seller's expense unless Seller hasobtained Buyer's prior written consent to change the specific quantity so ordered.

7. EXTRA CHARGES. No additional charges of any kind, including butnot limited to charges for boxing, packaging, cartage or other extras, will be allowed unless specifically agreed to in writing in advance by Buyer. Any charges or expenses incurred by Buyer due to Seller's failure to ship exactly as directed by Buyer in this order shall be debited to Seller's account.

8. TAXES. Except for state sales and/or use tax,if applicable, the price for each item covered by this order is inclusive of all taxes, fees, excise and/or charges which are now or may hereafter be imposed (whether by federal, state, municipal, orother local public authority) with respect to the manufacture and sale of such items, any services to be rendered by Sellerhereunder, or this order itself. Seller shall separately state on its invoice the amount of state sales and/or use tax applicableto the sale of the items or services covered by this order.

9. PAYMENT. Buyer shall have the right to pay according to discount terms offered and accepted. If no discount is offered or accepted, Buyer shall pay within the agreed upon terms of the purchase order after receipt and acceptance of the goods, orcompletion and acceptance of services. Discount periods will be computed from either the date of delivery of goods ordered plus three (3) days allowance for inspection,or the date of receipt of correct invoices prepared in accordance with the terms of this order, whichever is later. This paragraph shall not be construed to limit the period of Buyer'srights of inspection set forth in the following paragraph entitled "INSPECTION."

10. INSPECTION. All goods shall be received subject to Buyer's right ofinspection and rejection at any time after receipt, notwithstanding any prior payment of the purchase price or acceptance of the goods. If such inspection discloses that all or any material part of the goods are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the goods by written notice to Seller, without

liability for breach of contract. Goods found defectiveor not to Buyer's specifications may be returned at Buyer's option and Seller's expense and credit taken, and no returned goods shall be replaced without Buyer's order therefor. Inspection, non-inspection or acceptance of goods by Buyer shall not relieveSeller from liability for nonconformity or defects (patent or latent) in goods delivered hereunder.

11. TITLE AND RISK OF LOSS. Except as otherwise expressly provided herein, title to and risk of losson all conforming goods shipped by Seller to Buyer shall pass to Buyer upon final acceptance of thegoods by Buyer.

12. WARRANTIES. Seller warrants that all of the goods delivered to Buyer pursuant to this order shall be in exact accordance with this order, and any description, drawings, specifications or samples provided by Seller in connection with this order, will conform to all applicable specifications, will be free of manufacturing defects, of good and new material and workmanship, will be free from defect in material, workmanship, design and title, and will not be manufactured, sold or priced in violation of any federal, stateor local law. This warranty is in addition to and not in lieu of all other express or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. This warranty shall survive delivery andBuyer's acceptance of the goods and shall continue in effect for as long as any warranty of Buyer with respect to any products manufactured and or sold by Buyer which incorporate the goods deliveredby Seller hereunder.

13. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all claims, demands, liabilities, losses and expenses (including but not limited to attorneys' fees and costs, replacement costs, labor charges, overhead and travel expenses) of whatsoever kind and nature which Buyer shall or may at any time sustain or incur by reason of, in consequence of, or arising out of Seller's breach of warranty or the manufacture, design, sale or deliveryby Seller to Buyer of the goods described in this order, or with respect to any property of Buyer held by Seller. This indemnity clause shall not be construed to preclude or limit any other rights or remedies available to Buyer against Seller.

14. TERMINATION FOR CONVENIENCE. Buyer may terminate all or any part of this order at any time or times without cause by so notifying Seller in writing. In the event of termination by Buyer without cause, Buyer shall be responsiblefor Seller's cost of raw materials already purchased by Seller pursuant to this orderwhich Seller cannot use for other orders, the price of finished goodsmanufactured up to, but not in excess of, thirty (30) days in advance of the order schedule, and areasonable charge for work inprocess as of the date of termination; providing, however, that Seller must submit its termination claim with supporting documentation to Buyer within thirty (30) days after the effective date of termination. Seller hereby waives any right which it may have to specific performance under this contract.

15.TERMINATION FOR CAUSE. Buyer may terminate all or any of this order upon the occurrence of any of the following causes:

a) A breach of any term of this order by Seller, including, without limitation, untimely shipments of goods or goods which do not conform to the contract;

b) The filing by or against Seller of any insolvency or bankruptcy proceedings or proceedings for reorganization, receivership or dissolution; or

c) Any material adverse change in the financial condition of Seller which Buyer ingood faith believes to impair the likelihood that Buyer will receive timely and full performance ofthe contract.

If, after notice of termination of this order for cause, it is determined for any reason that Sellerwas not in default, or that the default was excusable, the rights, obligations and liabilities of the parties shall be the same as if thenotice of termination had been issued pursuant to the preceding paragraph entitled "TERMINATION FORCONVENIENCE," and Seller shall have no other rights orremedies against Buyer for wrongful termination of the contract.

16. CERTIFICATION. Where certification of specifications, materials or standards are required in this order, such shall be given by Seller in written compliance therewith, without exception or substitution, and Buyer shall make full reliance thereon, the same also constitutes an additional warranty of fitness for a particular purpose. In the event that such goods or materials are infact not in conformance or accord with such certification as made by Seller, then Seller agrees to indemnify, defend and hold Buyer harmless for any resultant claims, damages or expense made by any third party purchaser or consumer against Buyer or incurred by Buyer because of such failure of goods or materials to meet such certification, including but not limited to replacement costs, labor charges, overhead and travel expenses whether any of such is incurred before or after shipment by Buyer to the purchaser or consumer.

17. PATENT PROTECTION AND RIGHTS. Seller warrants that the goods purchased hereunder do not infringe upon any Letters Patent and covenants and

agrees to protect, indemnify and hold Buyer, its successors,assigns, customers and usersof its products, harmless from and against all claims,damages, judgments, expenses, and losses arising from the infringement or alleged infringement of any Letters Patent, and Seller, after notice, shall appear and defend at its own expense all suits orproceedings at law or in equity, instituted against Buyer and shall pay any awards assessed against Buyer in such proceedingas same are based upon any claim that goods hereunder constitute an infringement of any Letters Patent. Seller hereby grants Buyera nonexclusive royalty free license under Seller's patents and know-how to make, use, sell and have made the subject matterof this order, said license tocommence upon Seller's becoming unable or unwilling to meet all its obligations under this order and shall expire upon the expiration of Seller's such obligations or the receipt by Buyer from Seller or another of performance under this order, whichever time is later.

18. ADVERTISING. Without first obtaining Buyer's written consent, Seller shall not in any manner advertise or disclose the fact that Seller has furnished or contracted to furnish Buyer with the goods or services herein specified or disclose any of the details connected with this order to any third party except as may be required to perform under this order.

19. CHANGES BY BUYER. Buyer mayat any time, by written change order, suspend performance in whole orin part, make changes in drawings, design, specifications, method of shipment or packing, or time or place of delivery, requiredadditional work, or direct the omission of work. If anysuch change order causes an increase or decrease in the cost of, or the time required for, the performance of this order, an equitable adjustment shall be made in the contract price, or delivery dateor schedule, or both, and this order shall be modifiedin writing accordingly. Any claim by Seller for adjustment under thisparagraph shall conclusivelybe deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Seller of the change order. The amount of the claim shall be stated when it is submitted. Any change order will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer.

20. CHANGES BY SELLER. Seller may not change or otherwise deviate from this order or the specifications furnished hereunder. After Buyer's approval of the initial design, any process changes, design changes, or deviations planned or contemplated by Seller must be submitted to Buyer in writing for review. If changesare submitted for approval, the information submitted shall include a complete description of the change and the effect the change will have on all characteristics of the goods. Upon request, Seller shall submit samples of the proposed goods as so modified for the evaluation and approval by Buyer. Unless Buyer has expressly so agreed in writing, Seller shall not make any change or deviation.

21. DRAWINGS, PATTERNS, ETC. All drawings, blueprints, tracings and other items prepared by Seller in filling this order, as well as such items furnished hereunder toSeller by Buyer, shall be the property of Buyer, and such items shallbe delivered to Buyer upon completion or termination of this order. No reproductions thereof shall be retained except as authorized in writing by Buyer. Such items shall not be used ordisclosed to third parties by Seller or anyone under its control without the prior written consent of the Buyer.

22. DIES, TOOLS, EQUIPMENT. Unless otherwise provided herein, Seller at its own expense will furnishall material, dies, tools, equipment and machinery necessary to produce the goods ordered, and the same shall remain Seller's property; but if any thereof is furnished or paid for by Buyer, then the same shall be and remain Buyer's property, and Seller shall keep the same insured against lossin Buyer's and Seller's names, as their respective interests appear, and the same shall be used only for Buyer's purposes and orders, present or future, and Seller shall keep the same in good condition and repair at its expense, ordinary wear and tear excepted.

23. LIENS. All goods to be delivered by Seller hereunder and any property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

24. NOTICE. Any notice to be given under this order will be in writing and addressed to the party at the address stated on the face of this order. Notices will be deemedgiven and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party that sent thenotice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent bycertified or registered mail,within five days of deposit in the mail.

25. GOVERNING LAW. This contract shall be deemed to have been made in the State of Wisconsin, and the terms andconditions of this agreement, and the resolution of any disputes arising out of it, shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

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26. ASSIGNMENT. Seller shall not assign this order in whole or inpart, or delegate Seller's performance hereunder, without the prior written consent of Buyer.

27. FORCE MAJEURE. Neither Seller nor Buyer will be liable or heldresponsible for any delays or losses resulting, directly or indirectly, from Acts of God, severe weather conditions, labor disputes, governmental actions, inability to obtain permits, licenses, raw materials or shipments of product, war, riots, shortagesand any other such circumstances or causes beyond the such party's reasonable control. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reasonof delay.

28. ENTIRE AGREEMENT. This contract contains all of the terms and conditions agreed upon, constitutes the entire agreement the parties, and supersedes any prior agreement or understanding, oral or written, regarding the same subject matter.

29. WAIVER. No waiver by Buyer of any breach, default, condition, covenant, right or remedy arising out of or connected with this contract shall be effective unless in writing signed by an authorized agent of Buyer. A waiver by Buyer of any breach of the terms and conditions of this order shall not constitute a waiver of any similar or other breach, default, condition, rightor remedy.

30. MERCURY. Due to the critical nature of mercury contamination, the use of mercury, mercury compounds or mercury-bearing instruments and/or equipment in a manner whichmight cause contamination in manufacturing or testing of the product being supplied, is prohibited.

31. CONFLICT MINERALS CERTIFICATION. a) Seller agrees to provide Buyer with a current, accurate and complete certification as to Seller'sprocurement practices with respect to Conflict Minerals, as defined in Securities and Exchange Commission's finalrule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of theDodd-Frank Wall Street Reform and Consumer ProtectionsAct (the "Rule.")
b) Seller agrees that it shall notify Buyer of any changes to the Seller's Conflict Minerals Certification that is on file with the Buyer.
c) Seller agrees that it has made, and will continue to make, good faith inquiries reasonablydesigned to determine whether any Conflict Mineral that is included in any product delivered to Buyer pursuant to this order originated in the DRC or an Adjoining Country, or is from Recycled or ScrapSources, as defined in the Rule. Seller further agreesthat, if required, it has performed, and will continue to perform, due diligence on the source andchain of custody of any Conflict Mineral that is included in any product delivered to Buyer pursuantto this purchase order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall beconsistent with the requirements of the Rule.
d) Seller agrees that it shall require its own subcontractors and suppliers(at any tier in the supply chain for a product delivered to Buyer under this Purchase order) to furnish information to Seller necessary to support Seller's obligation under this clause.
e) Seller will maintain records reviewable by Buyer to support its certifications above.
f) Seller acknowledges that Buyer may utilize and disclose Conflict Minerals information provided bySeller in purchase order to satisfy its disclosure obligations under the Rule.
g) If Buyer determines that any certification made by Seller under this clause is inaccurate or incomplete in any respect, then Buyer may terminate this order pursuant to the "Termination for Causes"provision of this order.

32. SATISFACTION OF ENVIRONMENTAL REQUIREMENTS. No deviations from the mat erial specifications are allowedwithout prior approval. Suppliers must comply with applicable environmental laws.

33. CALIFORNIA TRANSPARENCY IN SUPPLY CHAINS ACT OF 2010 (SB657). Suppliers must conduct business in a legal and ethical manner fully compliant with the California Transparency In Supply Chains Act of 2010.

34. IMPORT COMPLIANCE. Milwaukee Valve forbids any supplier, and their sub-suppliers, from using convict labor, forced labor, indentured labor, or child labor. Milwaukee Valve expectsits suppliers to be fair, humane and lawful employers, and to enforce similar requirements from their sub-suppliers. Milwaukee Valve also expects that all suppliers comply to CaliforniaTransparency in Supply Chains Act of 2010.

35. EMPLOYMENT AND AFFIRMATIVE ACTION OBLIGATIONS. The partiesh ereby incorporate the requirements of Executive Orders 11246 and 13496, 41 C.F.R. §§ 60-1.4(a)(1)-(7) and29 CFR Part 471, Appendix A toSubpartA, if applicable. In addition, this contractor and subcontractor shall abide by

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the requirements of41 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 protectedveterans or individuals with disabilities, and prohibit discrimination against all individuals basedon 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, sexual orientation, genderidentity, national origin, disability or protected veteran status.

ADDITIONAL TERMS APPLICABLE TO GOVERNMENT CONTRACTS AND SUBCONTRACTS

If this order is for goods or services that will be provided in connection with Buyer's fulfillmentof a contract with, or that will be funded by, the Federal government, the following additional termsand conditions shall apply. The full text of the FAR and DFAR clausesreferenced below can be accessed at http://farsite.hill.af.mil.

1. NONDISCRIMINATION. **Seller agrees to comply with allprovisions of executive order 11246 as amended, and all rules,regulations and relevant orders of the Secretary of Labor related to equal employment opportunity as in effect on this order.**

2. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. **In the event this order exceeds $10,000, Seller agrees to comply withall provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 201 2) and all rules, regulations and relevant orders related to employment of Vietnam Veterans as in effect on the date of this order.**

3. HANDICAPPED. **In the eventthis order exceeds $2,500, Seller agrees to comply with all provisions of the Rehabilitation Act of1973, as amended and all rules, regulations and relevant orders related to the employment of handicapped individuals as in effect on the date of this order.**

4. EMPLOYMENT PROTECTED VETERANS. **This order/subcontract is subject to the requirements of 41 CFR 60- 1 .4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated by reference, as applicable. In addition, this order/subcontract is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 .5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance inemployment protected veterans andqualified individuals with disabilities.**

5. SMALL BUSINESS CONCERNS. All Sellers must perform inaccordance with the current revision of FAR52.219-8. Utilization of Small Business Concerns.

6. COUNTERFEIT DETECTION. All Sellers must perform in accordancewith the current revision of DFARS252 .246-7007. Contractor Counterfeit Electronic Part Detection andAvoidance System.

7. COMPLIANCE. Seller warrants that it has management systems in place to support compliancewith laws, regulations, and theexpectations related to FAR 52.203- 13 Contractor Code of Ethics and Business Conduct.

8. SECURITY REQUIREMENTS. Seller shall comply with NIST 800-171Security requirements for all Controlled Unclassified information.

9. ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. Buyeragrees to abide with DFAR clause 252.232-7017 and FAR clause 52.232-40 regarding accelerated payments.

10. BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. Buyer and seller agree to comply with FAR clause52.204-21.

11. PROHIBITION ON A BYTEDANCE COVERED APPLICATION Buyer andseller agree to comply with FAR clause52.204-27.

12. Suppliers must comply with: 252.225-7060 Prohibition on Certain Procurements from the XinjiangUyghur Autonomous Region

13. Suppliers must comply with: 252.225-7059 Prohibition onCertain Procurements from the Xinjiang Uyghur Autonomous Region-Representation