

**ARMSTRONG FLUID TECHNOLOGY**  
S. A. ARMSTRONG LIMITED  
(‘ARMSTRONG’) TERMS AND CONDITIONS OF PURCHASE

File No: 9.103  
Date: MAY 11, 2023  
Supersedes: NEW  
Date: NEW

## 1 AGREEMENT AND ACCEPTANCE

The entire agreement (the “Agreement”) between S.A. Armstrong Limited, (“Armstrong”) and the vendor, contractor or service provider to whom Armstrong has addressed the purchase order (“Seller”) consists of: (i) the Purchase Order terms on the front of this document (the “Order”), (ii) these Purchase Order Terms and Conditions, and (iii) any plans or specifications provided by Armstrong to Seller (“Plans”). Any terms and conditions proposed by the Seller which are additional to or inconsistent with the terms and conditions contains in the Agreement shall be void, unless specifically agreed to by Armstrong in writing, signed by Armstrong’s duly authorized representative.

## 2 DELIVERY SCHEDULE; QUANTITIES

Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Armstrong’s delivery schedule. Seller’s responsibility shall be to comply with such schedule, but not to anticipate Armstrong’s requirements.

## 3 DELIVERY

Unless otherwise agreed in writing, **Time is of the essence**, and all deliveries shall be made strictly in accordance with the delivery schedule set out in the Order. Any extension of time for delivery agreed to by Armstrong shall relate only to the extension in question and shall not be deemed a waiver of Armstrong’s rights to delivery on any agreed upon revised delivery date. Seller shall not, however, be liable for delay due to causes beyond Seller’s reasonable control and without its fault or negligence, provided, Seller exercises reasonable diligence in notifying Armstrong of the conditions which are causing the delay. If, for any reason, Seller fails to substantially comply with Armstrong’s delivery schedule, Armstrong, at its option, may either approve a revised delivery schedule or may terminate the Order. All shipments should be forwarded to Armstrong’s facilities, \_\_\_\_\_, Toronto, unless otherwise specified in the Order.

## 4 TRANSPORTATION

Unless specified in the Order, all transportation and released insurance charges for goods purchased pursuant to the Order shall be paid by Seller. If purchase terms are specified as F.O.B. shipping point and Seller prepays transportation and insurance charges, then Seller’s prepaid transportation charges must be supported by a copy of the carrier’s bill or other evidence satisfactory to Armstrong. Failure to submit such proof at the time Armstrong is billed for the goods or within thirty (30) days after such evidence is requested by Armstrong shall constitute a waiver by the Seller of such charges. The risk of loss on goods pursuant to the Order supplied shall be the Seller’s until delivery to the destination specified by Armstrong (or, if F.O.B. shipping point, until delivered to a carrier approved by Armstrong). All goods shall be prepared for shipment and packed to prevent damage or deterioration, secure lowest transportation rates, and comply with carrier tariffs. No charges shall be paid by Armstrong for preparation, packing and crating, unless separately stated in the Order. Seller shall not ship goods COD, unless previous arrangements have been made.

## 5 PRICE

Seller agrees that its price for goods ordered hereby shall not be higher than its lowest prevailing price on the date hereof for the quantity ordered. Armstrong shall receive the benefit of any price reductions in effect prior to shipment. Unless otherwise indicated, the Order prices shall include any and all Federal, State and Local Taxes applicable to the manufacture, sale or distribution of the completed goods. No charges of any kind including, without limitation, charges for boxing and cartage, shall be allowed unless specifically agreed to by Armstrong in writing. Unless otherwise agreed, the Order price shall cover net weight of material. Any variation from the price first quoted for the Order must be submitted in writing to Armstrong as and when such variations occur.

## **6 PAYMENT**

Armstrong shall have the right to pay in accordance with Seller's discount terms. If no discount is offered, Armstrong shall pay within forty- five (45) days after receipt and acceptance of goods or services. Discount periods shall be computed from either the date of delivery of goods plus three (3) days allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of the Order, whichever date is later. This Section shall not be construed to limit the period of Purchaser's rights of inspection. (Where tooling is involved, Purchaser shall not pay any tooling charges (unless otherwise agreed to in writing) until samples from any such tools are approved.) Payment for goods delivered under the Order shall not constitute an acceptance thereof. All goods shall be received subject to Armstrong's inspection, and goods which do not comply with the warranties in these terms & conditions may be returned to Seller or may be held pending Seller's instructions, at Seller's risk.

## **7 WARRANTIES**

Seller warrants that all goods shall (i) be merchantable and fit for the intended purposes, (ii) conform with any Plans and with applicable drawings, samples, and/or other descriptions given to Seller by Armstrong, (iii) be free from defects in materials and workmanship, (iv) to the extent not manufactured pursuant to detailed design, furnished by Armstrong, free from defects in design, and (v) be produced, sold and delivered in strict compliance with all applicable laws and regulations. Without limitation of any rights which Armstrong may have at law by reason of any breach of warranty, goods which are not as warranted may be returned at Seller's expense for either credit or replacement as Armstrong may direct. This warranty does not constitute a waiver of any other rights of Armstrong, express or implied. This warranty shall run to Armstrong, its successors and assigns, its customers and the users of its products, and it shall survive acceptance, inspection and payment. Seller shall indemnify Armstrong and hold Armstrong harmless from and against any and all liability, loss, damages, costs, claims and expenses that may be made against Armstrong or that Armstrong may incur, either directly or indirectly, by reason of or arising from the goods or services furnished hereunder.

## **8 CHANGES; TERMINATIONS**

Armstrong may, by written change order, change the specifications or increase or decrease the quantities ordered. If this change affects the amount due or the time for performance, an equitable adjustment will be made. Armstrong may, by written notice, terminate all or part of any order for normal quantities of standard products before shipment. After notification, Armstrong's only obligation is to pay for products shipped to Armstrong prior to receipt by Seller of notice of termination. Armstrong may, by written notice, terminate all or part of any order for abnormal quantities of standard products or products to be produced in accordance with Armstrong's specifications to the extent that Seller can mitigate its costs of production or upon consent by Seller which may not be unreasonably withheld.

## **9 MATERIAL, EQUIPMENT AND INSURANCE**

Unless otherwise specified, Seller is to supply all material and equipment required to execute the Order. Unless otherwise agreed in writing, all specifications, drawings, technical information, data and/or patterns, tools, equipment, or material of every description furnished to Seller by Armstrong, or specifically paid for, either partially or totally, by Armstrong, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Armstrong. Such property, while in Seller's custody or control, shall be (i) held at Seller's risk, (ii) insured by Seller at Seller's expense, in an amount equal to such property's replacement cost, with loss payable to Armstrong, and (iii) subject to removal upon Armstrong's written request.

## **10 PATENTS, TRADEMARKS, ETC.**

Seller warrants that neither the goods furnished under the Order nor the sale or use thereof will infringe on any existing patent, trademark or copyright. Seller shall defend, indemnify and hold harmless Armstrong, its directors, officers, agents and customers (collectively "Armstrong") from and against any suit, claim or demand alleging patent, trademark or copyright infringement or misappropriation of any trade secret arising out of or in connection with, the Order. Armstrong may assume its own defense, or join in the defense of any action in which it is made a party, in which event the foregoing indemnity and agreement to hold Armstrong harmless shall extend to all of Armstrong's costs therein including attorneys' fees and litigation costs. All royalties for patents or charges for the use of patents which may be involved in the performance of the Order shall be included in the cost of performance and shall be paid by Seller.

## 11 WAIVER

No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the parties hereunder are cumulative and in addition to those which the parties have at law or in equity. Armstrong's failure to object to any provision contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of any provision of this Agreement.

## 12 INFORMATION DISCLOSED, ETC.

Seller shall not, without Armstrong's prior written consent, disclose any information relative to the Order, except as may be necessary to insure performance. Seller, however, agrees that any knowledge or information which Seller shall have disclosed by the Order, shall not, unless otherwise specifically agreed upon in writing by Armstrong, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for the Order.

## 13 CONFLICT MINERALS COMPLIANCE

Per the Dodd-Frank Act, the Securities and Exchange Commission (SEC) issues rules relating to the use of **Conflict Minerals** within manufactured products. Conflict Minerals are tin, tantalum, tungsten and gold (also known as **3TG**). The SEC requires any SEC registrant whose products contain any **3TG (3TG product)** to determine whether the **3TG** in the **3TG Product** originated from the Democratic Republic of the Congo (**DRC**) or adjoining countries (collectively, the **DRC region**) and, if so, whether the **3TG** is **conflict free**. **3TG conflict free** means that the supply chain is transparent and the **3TG** in **3TG Products** does not benefit armed groups responsible for serious human rights abuses in the **DRC Region**.

Armstrong Fluid Technology understands the importance of sourcing conflict-free minerals and is committed to supplying customers with products that are **3TG conflict free**. In this regard, Armstrong expects its suppliers and their tiered supply chain to be in full compliance to supplying parts and products that are **3TG conflict free**. Further, it's the responsibility of each supplier to fully understand **3TG conflict free** sourcing requirements and communicate this requirements to its supply chain and ensure full compliance. In the event of any non-compliance to **3TG conflict free** requirements, the same must be notified to Armstrong's sourcing and supply chain department immediately and corrective actions must be taken to rectify such non-compliance in no more than 5 working days.

A critical requirement to this compliance is **3TG conflict free** reporting. To ensure full transparency along its tiered supply chain globally, Armstrong Fluid Technologies will be conducting surveys for periodic reporting. Suppliers must participate in these surveys as and when required and provide accurate responses to best of their knowledge in a timely manner.

## 14 GOVERNING LAW; ARBITRATION

This Agreement shall be governed by, interpreted and construed in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law. All disputes arising from or related to this Agreement shall be submitted to arbitration in Buffalo, New York (or at a location agreed to by Armstrong) under the rules then prevailing of the American Arbitration Association and judgment may be entered on any award in a court of competent jurisdiction. If any legal action is instituted by or against Armstrong with respect to the Order, this Agreement or the underlying transaction, and should Armstrong prevail in such legal action, Seller will indemnify Armstrong for all legal expenses, including attorneys' fees, incurred in said legal action.

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