

**IDEX Fire & Safety North America: Akron Brass Company, Hale Products Inc., and Hurst Jaws of Life Inc. Standard Terms and Conditions of Sale.**

The following Standard Terms and Conditions of Sale ("Agreement") apply to any and all procurement by Buyer from Seller of all products, parts, and components ("Equipment") and engineering services, technical services, repair services, refurbishment or warranty work or other services ("Services") described in an invoice, lease, proposal, quote, purchase order acknowledgment, sales acknowledgment, drawing, exceptions document or other instrument to which this Agreement is attached or to which reference is made or to any purchase order, transactional document or any other communication between the parties regardless of whether this Agreement is referenced therein. Equipment and Services shall be collectively referred to as "Products." Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer to Seller, unless specifically agreed to in a single writing signed by both Seller and Buyer. This Agreement constitutes the entire, integrated agreement between the Parties related to the subject matter of this Agreement and any and all discussions, understandings, agreements, representations, courses of dealings, customs, and usages of trade heretofore made or engaged in by the Parties with respect to the subject matter hereof are merged into this Agreement, which alone fully and completely expresses the Parties' agreement. Seller will not be liable to Buyer for representations and warranties made by Seller's distributors and sales agents that are inconsistent or in conflict with this Agreement.

**Definitions.** "Seller" means Akron Brass Company, Hale Products Inc., Hurst Jaws of Life Inc., and any of its subsidiaries and affiliates. "Buyer" or "Buyers" means, as applicable, the Buyer or lessee of Products.

**Terms of Sale.** The Equipment shall be transferred by Seller to the shipping carrier per the Incoterms set forth in the applicable quotation provided by Seller ("Quote") or, in the absence of the same, Ex Works INCOTERMS 2020, at which point title and all risk of loss or damage to Equipment will pass to Buyer.

Buyer shall conduct an inspection of the Products promptly upon delivery (but in no event more than 15 days from delivery) and shall promptly notify Seller in writing of any defects. If Buyer fails to promptly notify Seller of any defects within that period, whether or not any such inspection and acceptance has been performed by Buyer, the Products shall be considered accepted. Buyer's sole and exclusive remedy for rejection of Products is as set forth in (Product Warranty).

**General Product Warranty.** All technical support, installation, product warranty, and post-warranty services are provided only to the original purchasing party. Product warranty is NONTRANSFERABLE from one or party to another, except with the prior written consent of Seller. The Warranty does not apply to Product(s) sold as "Used" or "Reconditioned".

Seller warrants that for a period of twelve (12) months from the date of shipment, the Equipment will: (i) be free from defects in materials and workmanship, and (ii) conform to the specifications agreed to by the in writing. Seller warrants that Services will be performed in a workmanlike manner, and such warranty shall be limited to a period of one (1) year twelve (12) months from the date of service (other than warranty services and services performed gratis). Buyer's sole and exclusive remedy for any breach of warranty related to Products will be limited to, at Seller's sole option, repair or replacement of the Equipment that does not conform with the warranties or re-performance of the Services, provided that Buyer notifies Seller of such defect in writing within ten (10) days after Buyer knows or has reason to know thereof, and provided further that inspection of the Products by Seller discloses that the defect developed under normal and proper use of the Products. Wear parts are not warranted for the period stated above but only for ninety (90) days from the date of shipment.

This warranty will not apply to Equipment that: (i) is damaged due to

misuse, abuse, negligence or accident; (ii) is changed or modified (unless the change or modification is made by or in accordance with Seller's written instructions); (iii) deteriorates due to normal wear and tear; (iv) fails due to installation failure by Buyer or its customers or agents to store, install, operate, inspect or maintain the Equipment properly, or in accordance with Seller's recommendations (or in absence of the same, generally accepted industry practice), or fails due to failure attributable to designs or specifications provided by Buyer; (v) fails due to any non-Seller equipment, or system with which Equipment is used; (vi) was serviced by a non-authorized service provider or (vii) Buyer operates in any manner other than in accordance with Seller's manual, guidelines, operating instructions, maintenance instructions or other material. All parts and components relating to Equipment not manufactured by Seller are covered by, and subject to, the original manufacturer's warranty, if any. The warranty for Services will not apply if Services need to be re-performed for any of the above reasons.

Equipment shall not be returned to Seller without Seller's written permission. Provision of a replacement part or component will not operate to extend the warranty period for any Equipment. Seller reserves the right to inspect Equipment that is subject to warranty claims and to require the return of such Equipment that is subject to warranty claims to Seller's Warehouse at Buyer's expense; provided, however, that it is determined that the issue with returned Equipment is covered by warranty, Seller will reimburse Buyer for freight charges associated with the return of such Equipment to Seller's Warehouse. Seller also reserves the right to use reconditioned parts and components for warranty replacements.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND BUYER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. [SEE PRODUCT SPECIFIC WARRANTY](#)

**Product Registration:**

The original Buyer must complete Registration of the serialized product by, within 90 days after the date of original purchase from IDEX Fire & Safety Group or an authorized Group dealer and must include the in-service date and, if applicable, vehicle's VIN#.

Hale Products, Inc., Akron Brass and Weldon a division of Akron Brass Serialized Product Registration: Instructions for registration of product can be obtained by visiting the registration tool at FSG-RMA@idexcorp.com or at FSG RMA system, [IssueTrak](#).

Hurst Registration: Instructions for registration of the Tool with Hurst are included with the Tool and can also be obtained by visiting the registration tool at Jawsolife.com or by contacting Hurst's Customer Service Department by email at: [contacthurst@idexcorp.com](mailto:contacthurst@idexcorp.com).

FOR SPECIFIC PRODUCT WARRANTY INFORMATION INCLUDING PROCESS FOR MAKING WARRANTY CLAIMS. [SEE PRODUCT SPECIFIC WARRANTY](#)

**Limitation of Liability.** SELLER WILL NOT BE LIABLE TO BUYER FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, LOSS OF BUSINESS AND FROM ANY CLAIM, ACTION OR CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MANUFACTURE, SALE, HANDLING, REPAIR, REPLACEMENT OR USE OF PRODUCTS.

IN NO EVENT WILL THE SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM, EVEN IF THE SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH PENALTIES OR DAMAGES AND NOTWITHSTANDING THE FAILURE OF AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

In no event shall Seller be liable for late delivery or other penalties.

**Intellectual Property.** All drawings, designs, know-how, inventions, devices, works of authorship, technology, Seller's Confidential Information, improvements thereto, and all associated patent, patent applications, copyright, including applications and registrations, trade secret, or other similar proprietary or intellectual property rights (collectively, "Seller IP") in or related to the conception, creation, development, reduction to practice, design, production, delivery, operation, use, application or performance of Products, are and will remain the sole and exclusive property of Seller. In no event may Buyer make or apply for a patent, copyright, or other claim to the ownership or license of Seller's Products and/or Seller IP. Nothing in this Section 5 precludes Buyer from incorporating a description or reference to Seller's Products and/or non-confidential aspects of Seller's technology or processes where necessary to support a patent, copyright, or other claim to Buyer's product, provided, however, that no use of Seller's name, trademarks or logos may be made without Seller's prior written consent. Nothing in this Agreement will be construed as granting to Buyer any license, ownership, or grant of intellectual property rights with regards to the Products or Seller IP. To the extent Buyer creates, conceives, develops, or reduces to practice any improvements in relation to Seller IP, Buyer hereby irrevocably assigns all right, title, and interest in and to such improvements and related intellectual property rights to Seller. Seller's sale of Products to Buyer does not include any research, development, design, or other services associated with Seller's IP.

**Seller Indemnity.** Seller shall defend, indemnify, and hold harmless Buyer against third-party claims for personal injury or tangible property damage to the extent caused by a defect in Products within the warranty period. Seller's obligations to Buyer hereunder shall be subject to and conditioned upon Buyer giving Seller written notice of such claim (including all known material facts related thereto) within ten (10) days after it is asserted against Buyer (provided that the failure to give Seller written notice of a claim as provided herein shall relieve Seller from its obligations hereunder only if and to the extent Seller is prejudiced thereby) and Buyer granting Seller exclusive direction and control of the investigation, defense and settlement of such claim, including, but not limited to, selection of legal counsel to represent Buyer at Seller's expense.

**Equipment Changes.** In its sole discretion and without prior notice, Seller reserves the right to make changes to Equipment at any time that do not materially affect form, fit, or function.

**Buyer Requested Change, Delay or Cancellation, Liquidated Damages.**

If Buyer requests a change to Products and Seller agrees to such change in writing, Seller may impose additional charges. Any changes may also impact the delivery schedule, warranty, or time of performance of Services.

No delivery reschedules, delays or cancellations by Buyer will be permitted without Seller's express written consent. If Seller grants consent, Seller shall be entitled to receive payment for the price of the manufactured Equipment, plus the cost of labor, work in progress, parts and components for Products that are on order, reasonable profit, any manufacturer or subcontractor cancellation charges for unshipped items for such cancelled parts and components, and an equitable portion of the cost of Services that Seller was scheduled to perform or have performed.

If Seller consents to delaying shipment, Seller will charge Buyer a storage and handling fee equal to one-tenth of one percent (0.10%) per day of the purchase order value for each day the shipment is delayed, with a maximum storage and handling fee of ten percent (10.0%) of the purchase order value. Once that maximum fee is reached, Seller may terminate the purchase order, and Buyer shall owe Seller the full amount of the purchase order, plus storage and handling charges. The parties agree that such amounts are a reasonable pre-estimate of the damages Seller will suffer as a result of delay based on circumstances existing at the time the purchase order was issued and are to be assessed as liquidated damages and not as a penalty.

If pursuant to the terms of the purchase order, Buyer has elected to use a freight forwarder and/or carrier selected by Buyer, and shipment of the Equipment does not take place on or prior to the confirmed ship date as a result of Buyer's failure to arrange for Buyer's freight forwarder and/or carrier to take delivery of the Equipment on the confirmed ship date, then, upon five (7) business days' notice to Buyer (which may be by email), (i) Seller shall be entitled to ship the Equipment to Buyer using a freight forwarder selected by Seller from Seller's facility and invoice Buyer for such charges; and (ii) Buyer shall pay to Seller such invoiced charges net thirty (30) days after the date of invoice. If Seller exercises its rights under this paragraph, title, and risk of loss shall pass to Buyer in accordance with the Incoterm as specified in the Quote. Additionally, Seller may impose storage fees due to the Buyer's failure to take delivery of the Equipment on the confirmed ship date.

**Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information furnished under this Agreement which is designated as confidential or proprietary, or which the receiving party knows or should know is being disclosed on a confidential basis, including without limitation pricing information, proposals, prints, drawings, and all information in or related to the design, development, production, delivery, operation, use, application or performance of any of a party's technology, equipment, parts, products or maintenance/services. Confidential Information does not include information which: (a) is known or independently developed by the receiving party prior to its disclosure by the other party, as evidenced by the receiving party's records; (b) becomes a part of the public domain without breach of this Agreement by the receiving party; (c) is received from a third party without restriction and under conditions permitting its disclosure to others, or (d) which is disclosed pursuant to judicial action or government regulations provided the receiving party notifies the disclosing party prior to such disclosure and cooperates with the disclosing party in the event it elects to legally contest and avoid such disclosure. For a period of five (5) years from the date of receipt, Confidential Information shall be maintained in confidence by the receiving party, shall not be disclosed to any third party, other than Seller's suppliers who have a reason to know, without prior written approval of the disclosing party, and shall be protected with the same degree of care as the receiving party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. Notwithstanding the foregoing, the Parties' obligation to protect Seller's trade secrets is perpetual or for so long as such information remains a trade secret under applicable law, whichever occurs first.

**Force Majeure.** Seller is not liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by acts of God, acts of civil, governmental, or military authorities, riots or civil disobedience, terrorism, wars, embargo, strikes or labor disputes, accidents, floods, fires, accident, transportation shortage or failure, inability to obtain sufficient fuel, transportation, labor, materials, or manufacturing facilities, dissolution of a supplier's business, acts or omissions of carriers, epidemics, pandemics, or any other circumstance beyond Seller's reasonable control; provided, however, that, Buyer agrees to take

delivery and make payment for finished Equipment or component as of the date of the Force Majeure event.

**Waiver.** No failure or delay by either party to insist upon strict performance of any rights or powers under this Agreement shall operate as a waiver thereof, nor shall any other single or partial exercise of such right or power preclude any other further exercise of any rights or remedies provided by law, unless agreed to by that party in writing. Any waiver of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Assignment.** This Agreement may not be transferred or assigned by Buyer without the Seller's prior written consent. Seller may assign its rights and obligations under this Agreement in whole or in part to an affiliate company or third-party acquirer in the event of a merger, acquisition, or sale of all or substantially all its assets.

**Specific Performance.** Buyer agrees that monetary damages may not be sufficient to remedy a breach hereunder and that Seller shall be entitled to seek specific performance and injunctive or other equitable relief.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this contract shall remain in effect.

**Export/Import.** Buyer shall be solely responsible for obtaining all approvals, authorizations, licenses, and permits unless otherwise specified under the applicable Incoterms agreed to by the parties. Buyer shall comply with all laws, rules, and regulations and make all arrangements related to the export or import of Equipment supplied by Seller. Equipment and related technical information, data, documents, and materials are subject to export controls under U.S. Export Administration Regulations and U.S. Department of the Treasury embargo regulations and other applicable laws. Buyer shall strictly comply with all such export controls, shall fully cooperate with Seller in any official or unofficial investigation, audit or inspection that relates to any of such controls, and shall not export, re-export, divert or transfer, directly or indirectly, any Equipment or related technical information, data, documents or materials to any party or destination or for any use that is subject to an embargo or otherwise prohibited pursuant to such controls, unless and until Buyer obtains all required governmental and regulatory approvals, authorizations, licenses, and permits.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions and shall not be governed by the U.N. Convention on the International Sale of Goods. The parties hereto agree to accept the exclusive jurisdiction of the courts of the State of Delaware and those of the United States of America situated in Delaware for the adjudication of any dispute arising here from.

**Payment.** Quoted prices exclude taxes, freight and insurance and any duties and brokerage charges, all of which shall be the sole liability and responsibility of Buyer. If Buyer claims an exemption from any tax, a valid and proper tax exemption certificate must accompany order. Unless otherwise set forth in Seller's invoice, proposal, lease, or purchase order acknowledgment, all payments shall be made in the currency specified in the Quote.

Any deposit or graduated payment schedule shall be set forth in the Quote and invoiced accordingly. If not addressed in the Quote, Equipment will be invoiced upon shipment and Services upon completion or thirty (30) days from shipment of Equipment, whichever occurs first. Payment is due Net30 or as otherwise specified in the Quote.

All amounts not paid and received in full by the due date are subject to a finance charge at the rate of (2.0%) per month (twenty-four percent (24%) per annum) or, if less, at the maximum rate permitted by law, from the

date due until paid in full. Prices set forth in a Quote are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of fulfilling and/or delivering an order caused by changes in the market or for any other reason that is outside of Seller's control such as tariffs, surcharges, increased logistics costs and fluctuations in currency, raw materials, components and the like, which results in a price increase above the price listed in the Quote or Order Acknowledgment. Changes in price will be applied from the date on which customs duties or other "extraordinary market conditions" are entered into force or are passed on to Seller. Amounts may fluctuate in response to changing tariff structures or trade policies. Buyer agrees to promptly pay any such increase as set forth in an invoice.

**Captium users.** If your equipment includes Internet connectivity and you choose to activate this option through your use of the Captium platform, your use of the Captium platform is covered by these terms and conditions: [Captium User Terms of Use](#)

**Government Orders.** If the subcontract, contract, or purchase order is issued in support of a U.S. Government prime contract, higher-tiered subcontract, or a U.S. Department of Defense prime contract, the Supplemental Terms and Conditions of Sale- shall also apply See: [IDEX - Supplemental-Purchasing Terms & Conditions of Sale](#) prior to submitting a bid, proposal, quotation or other response ("Government Proposal") in response to a solicitation, request for proposal, or request for quotation in support of an agency or instrumentality of the U.S. Government or a higher-tiered U.S. Government contractor ("Government Solicitation"), Dealer must provide Company with a full and complete copy of such Government Solicitation at least twenty (20) days prior to the Government Proposal response date. Company will respond in writing to Dealer within ten (10) days of receipt of a full and complete copy of a Government Solicitation regarding whether or not Dealer can offer Company's Parts or Products in response to the Government Solicitation. Dealer may not submit a Government Proposal in response to a Government Solicitation for Company's Parts or Products without Company's prior written consent. Company shall not be required to comply with any Federal Acquisition Regulation ("FAR"), Department of Defense FAR Supplement ("DFARS") or other FAR agency supplemental clause in an order issued by Dealer unless the Company has approved of Dealer submitting a Government Proposal in response to a Government Solicitation or otherwise agrees, in writing, to be bound by such clauses.

All of Seller's Parts or Products qualify as [COTS Commercial off the Shelf] as defined in FAR 2.101. Seller shall only be obligated to comply with the FAR, DFARS, and FAR agency supplemental clauses that apply to subcontracts for COTS Commercial off the Shelf and that apply to a specific order based on the value of the order. Seller expressly rejects any and all FAR, DFARS, and FAR agency supplemental clauses that Dealer is not required to include in the order by the FAR, DFARS, or FAR agency supplemental clause.