



STANDARD TERMS AND CONDITIONS OF SALE (Orders)

The following Terms and Conditions (the “Terms”) are applicable to the sale and/or provision of all goods supplied and/or services rendered (“Goods”) by Gorman-Rupp Industries, a division of The Gorman-Rupp Company (“GRI” or “Seller”) to any purchaser thereof (“Buyer”).

GENERAL: These Terms, together with any quotation, proposal, acknowledgement, or invoice from GRI, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by GRI to Buyer, unless otherwise agreed by GRI in writing. These Terms supersede all other communications, negotiations, and all prior oral or written statements, regarding the subject matter hereof

ACCEPTANCE: Except as otherwise agreed to in writing by GRI, acceptance of this order is predicated upon the following terms and conditions and any additional and/or different terms of Buyer's purchase order documents referenced therein are rejected and shall not become a part of this order. Order fulfillment or actions toward fulfillment does not constitute acceptance of Buyer's terms and conditions. GRI reserves the right in its sole discretion to refuse orders.

ASSIGNMENT: The rights of Buyer hereunder shall neither be assignable nor transferable without the prior written consent of GRI.

TERMS OF PAYMENT: Unless otherwise agreed by GRI in writing, the terms of payment shall adhere to what is stated on the invoice. Buyer shall make all payments in US dollars. Goods held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of GRI. A credit card surcharge of 3% will be required where applicable. Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law, such PAST DUE INTEREST SHALL BE 1.5% PER MONTH. GRI reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as GRI in its discretion may require, notwithstanding any order confirmation issued by GRI. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Buyer waives its right to set-off against claims it may have against GRI and shall not withhold payment for any reason without the prior written consent of GRI. Backcharges shall not be unilaterally assessed by Buyer. Backcharges, if any, must be mutually accepted by both parties in writing.

INSOLVENCY OF BUYER: If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of GRI the financial condition of Buyer, at the time the Goods are ready for shipment, does not justify the terms of payment specified, GRI reserves the right to require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) days after notification of readiness for shipment, GRI may cancel the order of any unshipped item and require payment of reasonable cancellation charges.

TAXES: Unless otherwise agreed by GRI in writing, prices quoted do not include freight, insurance, installation costs, special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any international, federal, state, county, city or municipal law on the Goods in locations where GRI collects and remits such taxes will be added to the invoice unless a fully completed and executed tax exemption certificate is received by GRI with the order.

CANCELLATION:

Should it be necessary to cancel an order, cancellation charges equal 25% of the remaining value of the order.

SHIPPING, TITLE AND RISK OF LOSS: Unless Buyer and GRI agree otherwise in writing: (a) Goods will be packaged as GRI may deem proper for protection against normal handling, and extra charges will be made for preservation, waterproofing, crating, export boxing and similar added protection of Goods; (b) routing and manner of shipment will be at GRI's discretion. All domestic shipments are F.O.B. Seller's plant. All International shipments are EXW (collect) Seller's plant. All risk of loss with respect to any Goods shipped shall pass to the Buyer when such Goods are delivered to the carrier at such plant and Buyer shall procure insurance to cover all such risk of loss at such time. Title passes to Buyer upon payment in full. Freight costs shall be as detailed in the quotation. Buyer shall inspect the Goods upon receipt. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Goods in respect of which any such shortage is claimed. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of Goods from a common carrier constitutes a waiver of any claims against GRI for delay or damage or loss.

DELIVERY AND DELAYS: Except as otherwise agreed to in writing by GRI, in the absence of exact shipping instructions, GRI will use its discretion regarding the best means of shipment and on or near the date defined in GRI's order acknowledgement. No liability will be accepted by GRI for so doing. All transportation charges are at Buyer's expense. Offloading and handling is by Buyer at Buyer's expense. Time of delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The shipping schedule shall not be construed to limit GRI in making commitments for materials or in fabricating articles under this order in accordance with GRI's normal and reasonable production schedules. GRI may make partial shipments to Buyer and

Buyer shall pay for the shipped portion of the order. GRI shall not be liable for damages or delays in delivery or failure to manufacture or deliver due, directly or indirectly, to (a) causes beyond its reasonable control; (b) acts of God, acts of Buyer, acts of any civil or military authority, fires, strikes, labor disputes, earthquakes, floods or other weather conditions, accidents, epidemics, wars, riots or other civil disturbances, or delays in transportation; or (c) delays or defaults by GRI's suppliers or subcontractors or other inability to obtain necessary labor, fuel, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. No provision for liquidated damages for any cause shall apply under this order. Buyer shall accept delivery within fourteen (14) days after receipt of notification of readiness for shipment. In the event Buyer does not accept delivery within that time, GRI shall have the right to charge Buyer for storage at its standard rate per month or any part thereof. Delivery dates cannot be altered by Buyer without GRI's prior written consent. Any extension of the delivery date by Buyer will be subject to storage charges as determined by GRI, interest charges, and any applicable price increases.

LIABILITY LIMITATIONS: UNDER NO CIRCUMSTANCES SHALL GRI HAVE ANY LIABILITY (WHETHER BY WAY OF INDEMNITY OR BREACH OF CONTRACT OR STATUTORY DUTY OR BY REASON OF TORT) FOR ANY LIQUIDATED, DIRECT, INDIRECT, COLLATERAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, NEGLIGENT MANUFACTURE OR OTHERWISE AND WHETHER FORESEEABLE OR UNFORESEEABLE OR KNOWN OR UNKNOWN. Except as otherwise provided by law, the aggregate total liability of GRI in connection with the performance of this order, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the purchase price of the Goods or service in respect to which damages are claimed

Buyer agrees to indemnify and hold harmless GRI from all claims by third parties in excess of these limitations and from all claims resulting from any act or omission of Buyer.

Since the compliance with the various International, Federal, State and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the Goods and other matters over which GRI has no control, GRI assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

The right of subrogation against GRI and all its assigns, affiliates, employees, insurers and underwriters, to the extent permitted by law, is waived.

WARRANTY: GRI's standard warranty is 15 months from the date of manufacture. This warranty will cover any manufacturing related defects. This warranty does not extend to any product manufactured by GRI that has been subjected to misuse, neglect, accident, or improper installation. Unless otherwise agreed in writing by the parties, GRI's standard warranty shall apply and take precedence over all other documents. Further, THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO GRI IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT GRI'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY GRI FOR BUYER'S PURPOSE OR USE.

OTHER RIGHTS & REMEDIES: In addition to the rights and remedies conferred upon GRI herein, GRI shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any order if Buyer is in default in the performance of such order or of any other contract or order with GRI.

GOVERNING LAW: These Terms and any order hereunder shall be construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any dispute arising hereunder shall be resolved in the federal or state courts of the State of Ohio, as applicable. The rights and obligations of GRI and Buyer shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

FAIR LABOR STANDARDS: GRI represents that any Goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

EXPORT REGULATIONS: The marketing, sale, use, export and release of the Goods are subject to applicable export laws and regulations of the United States and other countries. Buyer agrees to comply with all such applicable laws and regulations, including without limitation, U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control, the U.S. Foreign Corrupt Practices Act and comparable laws and regulations of other countries. Buyer shall be responsible for any breach of this Section.

WAIVER OF JURY TRIAL: EACH OF GRI AND BUYER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER HEREUNDER.

MISCELLANEOUS: These Terms may be amended only as agreed to by GRI in writing. The section titles in these Terms are for reference only and shall not limit or restrict the interpretation or construction of the Terms. GRI's failure to insist, in any one or more instances, upon Buyer's performance of any of the Terms, or to exercise any rights conferred by the Terms, shall not constitute a waiver of any such right to insist upon such performance or exercise such rights in the

future. The partial or complete invalidity of any one or more provisions of these Terms shall not affect the validity or continuing force and effect of any other provision.

Buyer agrees to comply with GRI policies as published here:

Export Policy: https://assets.grpumps.com/documents/Export_Policy_Statement.pdf

Blanket Order Policy (applicable only to blanket orders):

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:d82d7690-5e36-41da-a30d-e8ae4c1c2f63>