

DIEHL METERING LLC
STANDARD TERMS AND CONDITIONS OF SALE

1. Entire Agreement; Controlling Provisions. These Standard Terms and Conditions of Sale (these “**Terms and Conditions**”) govern the sale of the Products (defined below) by Diehl Metering LLC (“**Seller**”) to the buyer (“**Buyer**”). These Terms and Conditions, together with any documents which incorporate these Terms and Conditions by reference, (collectively, this “**Agreement**”) are the exclusive terms which comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Agreement, including these Terms and Conditions, prevail over any of Buyer's general terms and conditions of purchase, which are rejected in their entirety, regardless of whether or when Buyer has submitted such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend the Agreement or these Terms and Conditions.
2. Purchase Order. From time to time, Buyer shall submit purchase orders for Products for resale only in the United States (“**Order**”), consistent with the terms of the Agreement, including these Terms and Conditions. Each Order is an offer by Buyer for the purchase of the goods specified listed on the face of this Order (the “**Products**”) from Seller in accordance with and subject to the Agreement, including these Terms and Conditions.
3. Delivery; Shipping Terms; Title and Risk of Loss. Anticipated delivery dates are estimates only. Unless otherwise provided in a separate signed writing between Buyer and Seller, shipping terms are ExWorks Seller's facility (Incoterms® 2020), subject to availability of finished Products. Title and risk of loss shall pass with delivery in accordance with the shipping terms.
4. Delays in Picking up Products. If for any reason Buyer fails to timely accept delivery, Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
5. Partial Shipments; Quantity. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Order. Delivery by Seller of a quantity of Products \pm up to ten percent (10%) of the quantity set forth in the Order shall be deemed to be in compliance with the terms of the Order and Buyer shall not be entitled to object to or reject any portion of the Products so delivered by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Order adjusted pro rata.
6. Inspection and Rejection of Nonconforming Products. Buyer shall inspect the Products promptly but no later than five (5) business days after delivery in accordance with the shipping terms (“**Inspection Period**”). Buyer, at its sole option, may inspect all or a sample of the Products and may reject all or any portion of the Products if it determines the Products are nonconforming or defective. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Products**” means only the following: (i) goods shipped are different than identified in Buyer's Order or do not otherwise meet the specifications set out in the accepted Order; or (ii) the quantity of goods shipped deviates by more than ten percent (10%) of the quantity identified in Buyer's Order. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, after receiving Buyer's shipment of alleged Nonconforming Products and Seller's confirmation that such Products are Nonconforming Products, (i) repair or replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with transportation charges in connection with the replacement Products. If Seller exercises its option to repair or replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under this Section 6 Buyer has no right to return Products purchased under this Agreement to Seller without Seller's prior written consent.
7. Prices. Unless otherwise provided in a separate signed writing between Buyer and Seller, Buyer shall purchase the Products from Seller at the price(s) (the “**Price(s)**”) set forth in Seller's published price list in force as of the date

of Buyer's Order. Prices are exclusive of shipping, handling and nonstandard packaging costs. No discount shall be given on invoices for any of the following: replacement meters, installation, services rendered, inspections, meter tests, repairs and calibration fees. All Prices are exclusive of all sales, use, excise, VAT, import and export taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. **Payment Terms.** Unless otherwise provided in a separate signed writing between Buyer and Seller, Buyer shall pay all invoiced amounts due to Seller, without set-off, within fourteen (14) days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or check and in US dollars. After the 14th day, Seller may charge Buyer and Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products that are the subject of unfilled Orders if Buyer fails to pay any amounts when due hereunder.
9. **Financial Condition; Credit Terms.** If, at any time, Seller determines, in its reasonable discretion, that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights under this Agreement, at law or in equity, Seller may without liability or penalty, take any of the following actions: (i) on fifteen (15) days' prior notice, modify the payment terms for outstanding and future purchases; (ii) reject any Order received from Buyer; (iii) cancel any previously accepted purchase orders; or (iv) declare any outstanding invoices immediately due and payable. No actions taken by Seller under this Section 9 (nor any failure of Seller to act under this Section constitute a waiver by Seller of any of its rights to enforce Buyer's obligations under this Agreement.
10. **Limited Warranty.** Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment of the Products ("**Warranty Period**"), that such Products will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. The Seller shall not be liable for a breach of the warranty set forth in this Section unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within seven (7) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products are defective. Seller shall not be liable for a breach of the warranty set forth in this Section if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller. With respect to any warranty claims for Products during the Warranty Period, Seller shall, in its sole discretion, repair or replace such Products (or the defective part. The warranty set forth in this Section shall not cover Products which have been: (i) damaged during transport; or (ii) subject to misuse, abnormal use, accident, or unusual environmental conditions. The warranty on any repaired or replaced Products shall only be for the balance of the initial warranty period.
11. **WARRANTY DISCLAIMERS. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.**
12. **Third Party Components.** Products or components manufactured by a third party ("**Third Party Product(s)**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in **Section 110**. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT,

INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER. The limitation of liability set forth in this Section shall not apply to liability resulting from Seller's gross negligence or willful misconduct.
14. **Insurance.** During the term of this Agreement and for a period of three (3) years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect consistent with the insurance maintained by similar businesses in its industry.
15. **Intellectual Property.** Buyer acknowledges and agrees that any and all of Seller's intellectual property rights are and shall remain the sole and exclusive property of Seller or its licensors and Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement. Buyer shall not: (i) take any action that interferes with any of Seller's rights in or to Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; or (iv) alter, obscure or remove Seller's trademarks or any other proprietary rights notices placed on the Products by Seller.
16. **Termination.** In addition to any remedies that may be provided under the Agreement, including these Terms and Conditions, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with the Agreement, including these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Termination of this Agreement will not release Buyer from any obligation with respect to the payment of any sum, which may then be owing to Seller.
17. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
18. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement or any Order, for any failure or delay in fulfilling or performing any obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to give notice in writing to the other party to terminate this Agreement or any unfilled Order.

19. Amendment and Modification; Waiver. Unless otherwise provided herein, the Agreement, including these Terms and Conditions, and any accepted Order may only be amended or modified in a writing specifically stating the sections of the Agreement, including these Terms and Conditions to be changed that is signed by an authorized representative of each party. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
20. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision and the United Nations Convention on Contracts for the International Sale of Products.
23. Dispute Resolution. Unless otherwise provided in a separate signed writing between Buyer and Seller, the parties hereto shall, in good faith, attempt to amicably settle any dispute, losses or claim (“**Dispute**”) that may arise under any Order or this Agreement. If the parties hereto fail to resolve the Dispute within thirty (30) days of the initial Dispute, the Dispute shall be referred to and finally resolved by binding arbitration conducted by a panel of one arbitrator appointed by American Arbitration Association (“**AAA**”) pursuant to the AAA Arbitration Rules and Procedures, as then in effect (“**AAA Rules**”), subject to the party-agreed procedures set forth in this Section. Each arbitral proceeding and/or hearing (“**Hearing**”) shall take place in person in Naperville, Illinois or Chicago, Illinois except that, at the option of any party, any Hearing shall take place, as to that party, by live video teleconference to permit that party to participate in the Hearing, on Illinois time, without traveling to Naperville or Chicago, Illinois. Each party will, upon written request of the other party, promptly provide the other party with copies of relevant documents. There shall be no other discovery allowed. This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. The provisions of this paragraph are independent of any other covenant or provision of this Agreement. The arbitration award shall be rendered within ninety (90) business days after the arbitrator is appointed. Upon the application of any party to any such arbitration, and whether or not an arbitration proceeding has yet been initiated, both the United States District Court for Northern District of Illinois and the courts for DuPage County Illinois (collectively, the “**Illinois Courts**”), and no other courts, shall have jurisdiction and hereby are authorized (i) to issue temporary restraining orders, preliminary injunctions and other interim measures of relief as may be necessary or appropriate to prevent harm to the interests of a party, or as otherwise may be appropriate, pending the conclusion of arbitration, and (ii) to enter judgment, including a judgment for permanent equitable relief, following issuance of a final or partial final or interim arbitration award hereunder (any relief granted under this Section hereafter referred to as a “**Judgment**”). Any court of competent jurisdiction, wherever located, may enforce any Judgment. Except as provided in this paragraph, each party hereby waives any and all rights to institute a proceeding in any court and, without limiting the foregoing, further waives any and all rights to a trial by jury with respect to any Dispute hereunder. In any arbitration hereunder, and in any non-arbitral proceedings herein provided for, there shall be an award of all litigation costs and attorneys’ fees (including the arbitrators’ reasonable compensation and reimbursement of expenses and any collection costs) to the prevailing party from the non-prevailing party, as determined by the tribunal. Notwithstanding any provision of rules or statutes to the contrary, the refusal or failure of any party to appear at, or participate in, any Hearing shall not prevent any such Hearing from going forward, and the arbitrators are empowered to make their decision and/or render an award ex parte, which the parties hereto shall be binding on the non-appearing party as fully as though that party had participated in the hearing or proceeding. The parties and each of them hereby irrevocably and unconditionally submit to the personal jurisdiction of the Illinois Courts for the purposes specified in this paragraph and agree not to commence any action or proceeding other than in the Illinois Courts, except an action or proceeding to enforce a Judgment. The parties agree that the mandatory forum selection clauses in this paragraph are valid and reasonable and should be given effect in view of all parties’ contacts with the State of Illinois and DuPage County. The parties

hereby irrevocably and unconditionally waive any objection to the laying of venue, as provided in this Agreement and hereby further irrevocably and unconditionally waive and agree not to plead or claim that any action or proceeding in the Illinois Courts has been brought in an inconvenient forum. The service of process, of any kind or description, in the arbitration or litigation proceedings provided for in this paragraph shall be deemed due and proper service if made and provided in the manner for giving notice as customary between the parties.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
25. Survival. Provisions of the Agreement, including these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.