



NORDSON CORPORATION

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by Nordson Corporation, and its subsidiaries (“**Buyer**”), from the seller named in the applicable purchase order (“**Seller**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The applicable purchase order (the “**Purchase Order**”), these Terms and the Scheduling Agreement (collectively, this “**Agreement**”) 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. These Terms prevail over any of Seller’s general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during Buyer’s normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s risk of loss and expense.

(c) Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth in the applicable Purchase Order in accordance with the terms set forth in this Agreement.



(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more or less of the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Unless otherwise stated in the Purchase Order, for international transactions delivery shall be made FCA Delivery Point, and for domestic transactions delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title of the Goods shall pass to Buyer upon delivery of the Goods at the Delivery Point. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Invoicing and Payment Terms.

(a) Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with this Agreement. Unless otherwise stated in the Purchase Order, Buyer shall pay all properly invoiced amounts due to Seller within 55 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Seller shall ensure that each shipment is associated with one invoice per Purchase Order. Seller shall ensure



that all invoices include (i) the Nordson part number related to the Goods, or if no Nordson part number exists, a description of the Goods, (ii) the applicable Purchase Order number, and (iii) the line item number and quantity of Goods.

(b) Nordson shall issue a debit memo for any Goods that are received and subsequently rejected and returned by Buyer pursuant to Section 6 of these Terms. Seller shall issue a new invoice for such returned Goods after replacement in accordance with Section 6 of these Terms.

(c) The parties acknowledge that the Evaluated Receipt Settlement (ERS) Process is Buyer's preferred method of paying Seller. The ERS Process is an automated process of creating invoices within Buyer's system upon receipt of the Goods. The ERS Process relies on the Purchase Order pricing and the receipt transaction to match, create, and authorize payment. Once Sellers is entered into the ERS system, there is no need to send invoices for the Goods. Seller shall use commercially reasonable efforts to use the ERS Process.

(d) Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of

this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within 5 days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement.

11. Warranties.

(a) Seller warrants to Buyer that for a period of 36 months from the Delivery Date, all Goods will:

- (i) be free from any defects in workmanship, material and design;
- (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests or other encumbrances; and
- (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer, Buyer's subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld, conditions or delayed.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Seller's liability under Sections 9, 11, 12, 13, 15, 18 and 21 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Bailment.

(a) All Equipment and other tangible property of every description furnished by Buyer, either directly or indirectly, to Seller (collectively, "**Bailed Property**") is and will at all times remain the property of Buyer and be held by Seller on a bailment-at-will basis.

(b) Only Buyer has any right, title or interest in and to Bailed Property, except for Seller's limited right, subject to Buyer's sole discretion, to use the Bailed Property in the performance of Seller's obligations under this Agreement. Seller shall not use the Bailed Property for any other purpose. Seller shall not commingle Bailed Property with the property of Seller or with that of a Person other than Buyer or Seller and shall not move any Bailed Property from Seller's premises without the prior written approval by Buyer. Buyer may, at any time, for any reason and without payment of any kind, retake possession of any Bailed Property without the necessity of payment or notice to Seller, or a hearing or a court order, which rights, if any, are waived by Seller. Upon Buyer's request, Bailed Property will be immediately released to Buyer or delivered to Buyer by Seller. To the fullest extent permitted by law, Seller shall not

allow any encumbrance to be imposed on or attach to the Bailed Property through Seller or as a result of Seller's action or inaction, and Seller hereby waives any encumbrance that it may have or acquire in the Bailed Property.

(c) Tooling Orders. Seller may not charge Buyer for the cost of manufacturing or procuring any Tooling or other materials used in the production and sale of the Goods unless Buyer agrees in writing to reimburse Seller for Seller's actual reasonable costs of manufacturing or procuring such Tooling or other materials.

(d) Maintenance; Risk of Loss. Seller shall bear all risk of loss of and damage to Bailed Property. Seller shall, at its own expense, for the benefit of Buyer, insure all Bailed Property with full and extended coverage for all losses, for its full replacement value, in accordance with the terms of Section 17 (Insurance). As and when it is commercially reasonable to do so, Seller shall, at its sole cost and expense, maintain, repair, refurbish and replace Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become Buyer's property upon their incorporation into or attachment to the Bailed Property. All replacements of Bailed Property will also be Buyer's property. Seller shall replace any missing components of or inserts to any Bailed Property.

(e) Inventory. Seller will maintain a written inventory of all Bailed Property that sets forth a description and the location of all Bailed Property, and provide a copy of this inventory to Buyer upon request. Seller shall mark all Bailed Property permanently and conspicuously to identify it as the property of Buyer, and indicate Buyer's name and address. Seller shall immediately sign any documents reasonably requested by Buyer to evidence all of Buyer's rights to and interests in Bailed Property. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any documents with respect to Bailed Property that Buyer determines are reasonably necessary to reflect Buyer's interest in the Bailed Property.

(f) For purposes of this Agreement, "**Equipment**" shall mean, collectively, equipment that is used in the manufacture, production or assembly of Goods by Seller, and all machinery, equipment, Tooling, furnishings and fixtures now owned or hereafter acquired by Seller, of any kind, nature or description, as well as all (a) additions to, substitutions for, replacements of and accessions to any of the foregoing items, (b) attachments, components, parts (including spare parts) and accessories installed thereon or affixed thereto, and (c) intellectual property rights in connection with the foregoing; and "**Tooling**" shall mean, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto.

16. Inspection and Audit Rights. If this Agreement relates to the sale of Goods, Seller hereby grants to Buyer access to Seller's premises (including Seller's manufacturing operations used in production of the Goods) and all pertinent documents and other information in any way related to Seller's performance under this Agreement, the Goods, or the Bailed Property, for the purpose of auditing Seller's compliance with the terms of this Agreement. Seller agrees to cooperate fully with Buyer in connection with any such audit or inspection.



17. Insurance. During the term of this Agreement and for a period of three (3) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000, and all-risk property insurance covering Bailed Property, if any, and all of Seller's property, including Equipment, for its full replacement value, with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

18. Compliance with Laws. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods or Services under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

19. Termination.

(a) In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller 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, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

(b) Upon termination of this Agreement, Seller shall return to Buyer all Bailed Property and any other property furnished by or belonging to Buyer or any of Buyer's customers, if any.

20. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. 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.

21. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller ("**Buyer Confidential Information**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified

as “confidential” in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure as demonstrated by documented evidence; or (c) rightfully obtained by Seller on a non-confidential basis from a third party, provided that such third party was not under obligations of confidentiality with respect to such information at the time the information was disclosed to Seller. Additionally, Buyer shall retain exclusive ownership of any information provided to Seller under this Agreement.

22. Ownership of Intellectual Property.

(a) Any inventions conceived or reduced to practice by Seller, alone or jointly with others, which are based, in whole or in part, on Buyer Confidential Information, as well as any works of authorship, copyrightable work product, computer programs, machine instructions, data bases, drawings, or writings, which are based, in whole or in part, on Buyer Confidential Information, are and will remain the sole property of Buyer, and the title to such intellectual property is assigned by Seller to Buyer.

(b) Seller agrees that all works of authorship and copyrightable work product, including computer programs and machine instructions, created by Seller, in whole or in part, using Buyer Confidential Information, shall be produced as a work made for hire when the work performed is within the scope of the definition of works for hire in Section 101 of the United States Copyright Law. As such, the copyrights in those works shall belong to Buyer from their creation.

(c) Copyrightable work product and works of authorship, including computer programs and machine instructions, created by Seller, in whole or in part, using Buyer Confidential Information, that do not meet the requirements of a works made for hire under the above-referenced copyright law shall be the property of Buyer as soon as they are fixed in a tangible media of expression and the copyright comes into being.

(d) Seller agrees that all computer programs, machine instructions, drawings, specifications, calculations, data, memoranda, notes and other information or materials, including all copies and excerpts which are based, in whole or in part, on Buyer Confidential Information shall be delivered to Buyer promptly upon written demand by Buyer.

(e) With respect to the intellectual property referred to in this Section, Seller agrees to have executed and delivered to Buyer all documents Buyer deems necessary:

(i) to apply for, prosecute and obtain U.S. and foreign patents on the inventions and copyright registrations on the works of authorship; and

(ii) to convey to Buyer the entire right, title and interest in and to all works of authorship, inventions, patent applications and U.S. and foreign patents or copyright registrations issuing thereon.



23. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) days, Buyer may terminate this Agreement immediately by giving written notice to Seller.

24. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

25. 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.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

27. Consignment. If the parties contemplate having a consigned inventory arrangement, then the parties shall enter into the Consignment Agreement provided by Buyer to Seller.

28. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State to which the Goods or Services are being delivered to Buyer without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of such State.

29. 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.

30. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law and Survival.



31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.