

# GENERAL CONDITIONS OF SALE – GLOBAL

(Effective Date: November 1, 2018)

1. **OFFER OF SALE.** The goods and/or services (referred to as “Products”) offered for sale by Nordson Corporation, or by any of its subsidiaries, groups, divisions and lines of business (each referred to as “Nordson”), are offered for sale on the basis of the following documents (collectively, the “Contract”), in the following order of precedence:

- Negotiated agreement
- Nordson’s quotation or proposal
- Product Line-Specific Supplemental Conditions of Sale
- General Conditions of Sale – Global

Buyer’s issuance of a purchase order or other written documentation is considered to be Buyer’s unconditional acceptance of the Contract, including these General Conditions of Sale – Global and applicable Product Line-Specific Supplemental Conditions of Sale. Any provision in Buyer’s purchase order or other documents issued by Buyer which conflicts with or adds to the Contract are hereby rejected unless expressly accepted by Nordson in a writing signed by an authorized representative of Nordson with specific reference to these General Conditions of Sale – Global.

2. **PRICES AND PAYMENT.** Subject to credit approval by Nordson, terms of payment are net thirty (30) days after the date of shipment. Prices are firm and not subject to trade, early payment or other discounts and do not include any taxes, duties or costs of special packaging and insurance, unless otherwise specifically agreed to by Nordson in writing. Buyer shall pay these charges, when applicable; if any such charges are assessed to Nordson, Buyer will indemnify and hold Nordson harmless from all such charges. Applicable taxes may be collected by Nordson from Buyer; however, Buyer may provide Nordson with an appropriate tax exemption certificate acceptable to the applicable taxing authorities.

Buyer may not offset for any claim against Nordson, including any claim for Products returned by Buyer for repair or correction of defects. If Buyer delays shipment, the payment due date will be based on the date Nordson is prepared to make shipment, and Products held for Buyer shall be held at Buyer’s expense and risk of loss. Delinquent accounts shall bear interest beginning on the first day after the payment due date, without any requirement for Nordson to provide notice, on the unpaid balance at the lesser of (a) of twenty-one percent (21%) per annum, and (b) the maximum legal rate. Nordson retains a security interest in the Products to secure the payment of all amounts owed by Buyer to Nordson, including any unpaid purchase price for the Products. Buyer agrees to promptly execute and deliver such further agreements and instruments as requested by Nordson to further evidence and/or perfect the security interest in Products granted by Buyer. Invoices covering production tooling, engineering prototypes or software do not convey title to the Buyer.

If Nordson has reasonable grounds for insecurity regarding the performance of Buyer’s obligations hereunder (e.g., payment obligations), Nordson has the right to require Buyer to provide credit support in the amount, form and for a duration reasonably acceptable to Nordson, which may include a letter of credit, a prepayment or a guaranty. If Buyer fails to provide and maintain such credit support, Nordson may terminate or suspend the Contract with immediate effect upon written notice to Buyer.

3. **WARRANTY.** Unless otherwise specified in an applicable *Product Line-Specific Supplemental Conditions of Sale*: (a) Nordson warrants to Buyer that Products will be free from defects in material and workmanship, provided that Products are installed, used and maintained in accordance with all installation, operating, maintenance, storage and other instructions; and (b) the warranty period is (i) one (1) year from first use, (ii) eighteen (18) months from shipment, or (iii) two thousand (2000) hours of use, whichever occurs first.

The above warranty does not extend, and shall not apply, to any defects in Products resulting in whole or in part from:

- A. accident, neglect, abuse or misuse of Products;
- B. any drawing, design or specification supplied by Buyer;
- C. any improper or unauthorized maintenance, overhaul, installation, storage or operation;
- D. willful damage, misconduct, recklessness, negligence or violations of applicable laws or regulations on the part of Buyer or its customers, agents, contractors, employees or similar personnel;

- E. inferior quality or incompatibility of materials used or processed by Products;
- F. any alteration, modification or repair to Products by anyone other than Nordson;
- G. normal wear and tear or normal wear/consumable components;
- H. accelerated wear and tear due to use of inferior quality or incompatible materials; or
- I. damage after date of shipment where the damage is not directly due to a defect in material or workmanship.

Nordson's warranty does not apply to any items manufactured, applied, tested, cured, inspected or otherwise processed by any Product.

Using non-Nordson supplied or non-Nordson approved repair or replacement parts will void any regulatory certifications or similar approvals applicable to Products and can be detrimental to safe and proper operation of Products. Damage to or failure of Products caused in whole or in part by use of non-Nordson supplied or non-Nordson approved repair or replacement parts will not be covered by this warranty.

Nordson shall have no responsibility or liability under this warranty if the total price for Products has not been paid by the due date for payment. If Nordson provides service in response to a warranty claim that is determined not to be covered by this warranty, Nordson may invoice Buyer for the cost of such service at Nordson's prevailing rates, plus reasonable travel costs, and Buyer will pay such amount within thirty (30) days after the invoice date.

Buyer must notify Nordson of any alleged non-compliance with this warranty within sixty (60) days after the date such non-compliance is or should have been known to Buyer. Nordson's sole liability in the event of non-compliance with this warranty will be, at Nordson's option, the modification, adjustment, repair or replacement of Products, the re-performance of the services or a refund of the purchase price. Nordson may absorb return shipping charges at Nordson's option.

Following expiration of the warranty period, Nordson may elect to obsolete Products or spare and replacement components for Products without any notice obligation or obligation to stock or provide such Products or components.

**NORDSON AND BUYER AGREE THAT, IN CONSIDERATION OF THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 3, ALL OTHER WARRANTIES AND GUARANTEES, OTHER THAN TITLE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE CONTRACT.**

- 4. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to Products shall pass in accordance with the shipment terms quoted to Buyer or, in the absence of such terms, title and risk of loss or damage to Products shall pass INCOTERMS 2010 EXW, Nordson's shipping facility (such transfer location, the "Transfer Point"). Buyer will insure Products to the full purchase price with Nordson as a named loss payee. Unless agreed to in writing by Nordson, Nordson shall have no obligation to obtain insurance for Buyer.
- 5. **DELAY IN PERFORMANCE; CHANGE IN LAW.** Delivery dates furnished by Nordson are estimated delivery dates, and Nordson will use commercially reasonable efforts to comply with such delivery dates. Nordson shall not be in violation of the Contract nor liable for any expense, loss, damage or other liability occasioned in whole or in part by a delay in performance, or failure to perform, due to causes beyond its reasonable control, including labor disputes, floods, fire, transportation delays, changes in the legal, regulatory or political framework, inability to obtain materials, actions or inactions of Buyer or manufacturing equipment breakdown. In the event of such a delay, the delivery date and other affected Contract provisions will be reasonably adjusted to reflect the impact of any delay.

If there is a change in the legal, regulatory or political framework that results in a material increase in the cost of a Product or component/raw material thereof, Nordson may upon written notice to Buyer make a corresponding adjustment in the price of such Product, including Products for which a purchase order has already been accepted but such Product has not been delivered. Any such adjustments shall reflect direct costs only and will not include any additional markup or margin for Nordson.

- 6. **PROPRIETARY INFORMATION.** Buyer agrees that any data, such as Nordson's specifications, drawings, software and information (including designs, reports, software documentation, manuals, models, process information and the like), revealed by Nordson to Buyer and containing confidential or proprietary information, whether marked or not marked or identified as proprietary or confidential, shall be kept in confidence by Buyer with at least the same care and safeguards as are applied to Buyer's own proprietary information, but in no event less than a reasonable degree of care. Such information shall only be used by Buyer to fulfill its obligations under the Contract and shall

not be duplicated, disclosed to others or used in any other manner without the written permission of Nordson. These obligations shall not apply to any information that (a) is in or comes into the public domain without violation of the Contract; (b) is received lawfully and on a non-confidential basis by Buyer from a third party subsequent to the Contract, provided that such third party is not and was not prohibited from disclosing such information to Buyer by any fiduciary or contractual obligation; or (c) is developed by Buyer independently and without benefit of information received from Nordson as established by documentary evidence. Buyer shall return or destroy all documents, copies, notes and other materials (whether written or electronic) containing any portion of the confidential or proprietary information at the written request of Nordson, and will certify in writing to the return or destruction of same. The restrictions and obligations relating to Nordson's confidential or proprietary information shall expire seven (7) years after the last shipment of Product under the Contract.

**7. PATENT INFRINGEMENT.** Nordson agrees to indemnify Buyer from and against all claims, demands, and suits based on allegations that Products designed and manufactured by Nordson constitute an infringement of any valid apparatus patent claim, but only if Nordson is (a) notified promptly of the assertion of any such allegation; (b) given authority to defend the same; and (c) given reasonable information and assistance for the defense of the same. Upon notification of an infringement claim, Nordson reserves the right, at Nordson's option and at no cost to Buyer, to:

- (i) procure for Buyer the right to continue using Products;
- (ii) replace infringing Products with non-infringing Products; and/or
- (iii) modify the infringing Products, allowing Buyer's continued use of Products.

Nordson does not assume liability for the infringement of any method and/or process patent claims, nor for infringement of any patent claim covering articles manufactured or produced in whole or in part with Products. As to any Product manufactured in accordance with designs proposed by Buyer, Buyer agrees to indemnify, defend, and hold harmless Nordson against all claims, demands and suits brought against Nordson alleging infringement.

This Section 7 constitutes Buyer's sole and exclusive remedy against Nordson relating to patent infringement.

**8. CANCELLATION AND RETURN OF BUILT-TO-ORDER, CUSTOM-BUILT AND/OR ENGINEERED SYSTEM PRODUCT.** Buyer may cancel its purchase of built-to-order, custom-built and/or engineered system Product only if Buyer submits a written cancellation request to Nordson prior to shipment of the Product and Nordson approves such cancellation request in writing. In the event of an approved cancellation for such Product, Buyer will pay for all costs of work completed or in progress, including raw material, tooling, engineering, administrative, restocking and all other direct production and/or indirect costs or expenses incurred by Nordson. Buyer has no right to return built-to-order, custom-built or engineered system Product.

**CANCELLATION AND RETURN OF STANDARD PRODUCT.** Buyer may cancel its purchase of standard Product only if Buyer submits a written cancellation request to Nordson prior to shipment of the Product and Nordson approves such cancellation request in writing. Buyer may return its purchase of standard Product only if Buyer submits a written return request to Nordson prior to return and Nordson, in its sole discretion, approves such return request in writing. In the event of an approved cancellation or return of standard Product, Buyer will pay return shipping charges plus a restocking and administrative charge of the greater of (a) USD 20 (or local currency equivalent), or (b) 20% of the original Nordson price (no maximum limit). All returned Products must be unused, complete, undamaged and returned in the original packaging, and Buyer will comply with all of Nordson's reasonable return instructions.

**9. PACKAGING AND SHIPMENT.** Products will be packaged in accordance with standard commercial practices for domestic and international shipments at no additional cost to Buyer. Specialized or custom packaging requests may entail additional charges. Buyer will pay all shipping charges. In the absence of specific instructions, Nordson will select the carrier. When applicable, Buyer shall obtain ocean freight space and marine insurance.

**10. COMPLIANCE WITH LAWS & REGULATIONS.** Products have been manufactured in compliance with applicable laws and regulations of the country where Products are manufactured, which laws and regulations were in effect at the time of manufacture. Compliance with laws and regulations related to the use and operation of Products is Buyer's responsibility.

**11. IMPORTS AND EXPORTS.** Buyer shall be responsible for securing and paying for all import licenses required for import of Products to and from the Transfer Point, and all export licenses required for export of Products from the

Transfer Point. Nordson will be responsible for securing and paying for all export licenses required for shipment of Products to the Transfer Point. Each party shall provide such reasonable information as requested by the other party to facilitate obtaining the required licenses. Buyer represents and warrants to Nordson that (a) all information provided by Buyer to Nordson, including information regarding the location and purpose for which Products are to be used, is complete and correct, and (b) Products and related information and technology will not be exported, re-exported or transferred to any country, person or entity, nor used for any purpose, in violation of any laws or regulations relating to import, export or trade (collectively "Trade Laws"). Buyer represents and warrants that it is not subject to any sanctions or other restrictions under any Trade Laws that would prohibit, penalize or impose special conditions on the contemplated transaction, including by virtue of its directors, officers, employees, equity holders or other similar parties, and Buyer agrees to promptly notify Nordson in writing if Buyer becomes subject to any such sanctions or restrictions. Buyer will promptly notify Nordson in writing if Buyer has reason to believe that any Products are, or are intended to be, used in a manner that would violate any Trade Laws. Buyer will indemnify, defend and hold harmless Nordson and its directors, officers, employees, contractors, agents and similar personnel from and against any and all claims, demands, losses, penalties, fines, fees (including reasonable attorney's fees) and other liabilities (collectively, "Losses") relating to or arising out of Buyer's violation of this Section 11.

- 12. INSURANCE.** Buyer shall, at its expense, maintain in force commercial general liability insurance and other appropriate forms of insurance (e.g., errors and omissions, workers' compensation, as applicable), in each case with financially sound and reputable insurers and with policy limits reasonably sufficient for the nature, scope and volume of Buyer's business activities. Upon request, Buyer will provide evidence of such insurance to Nordson.
- 13. GOVERNING LAW.** The Contract shall in all respects be exclusively construed under and governed by the laws of the jurisdiction of Nordson's legal registration, without regard to conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Contract. Any legal suit, action or proceeding arising out of or relating to the Contract shall be exclusively instituted in the courts located in the jurisdiction of Nordson's legal registration, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Contract has been made available in multiple languages; however, in the event of any conflict or ambiguity, the English (US) language version shall govern and prevail.
- 14. LIMITATION OF LIABILITY. NEITHER NORDSON NOR BUYER WILL BE LIABLE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, COST OF MONEY, LOSS OF USE OF EQUIPMENT, CAPITAL OR REVENUE OR FOR ANY ECONOMIC, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE IS OR WAS FORESEEABLE.**

**THE MAXIMUM LIABILITY ARISING UNDER OR RELATING TO THE CONTRACT FOR NORDSON SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY BUYER TO NORDSON FOR THE PRODUCT(S) AT ISSUE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, BREACH OF WARRANTY OR OTHERWISE.**

**THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

- 15. COMPLETE AGREEMENT; WAIVER; SEVERABILITY; NO THIRD-PARTY BENEFICIARY; ETC.** The Contract is the complete, final and exclusive statement of the agreement between Buyer and Nordson for the sale and purchase of Products. All prior or contemporaneous agreements, understandings and representations, whether oral or written, are merged herein. The Contract shall not be varied, supplemented, qualified or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to the Contract will be binding upon Nordson unless in writing and signed by an authorized representative of Nordson. If any provision of the Contract or the application of any provision of the Contract to any party or circumstance is, to any extent, adjudged invalid or unenforceable, then (a) such provision shall be interpreted to effect the original intent of the parties as closely as possible in order that the transaction(s) contemplated hereby be consummated as originally contemplated to the greatest extent possible, and (b) the application of the remainder of such provision to such party or circumstance, the application of such provision to the other party or other circumstances, and the application of the remainder of the Contract will not be affected thereby. No waiver by either party of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Contract by a party operates, or will be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege under the

Contract by a party precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. There are no third-party beneficiaries to the Contract. The relationship between the parties is that of independent contractors. Nothing contained in the Contract 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.

**16. CONSTRUCTION.** Unless specifically stated otherwise: (a) the words “include” and “including” mean without limitation by reason of enumeration; (b) any reference to the singular will also include the plural and vice versa; and (c) any reference to “days” is a reference to calendar days.

**17. ASSIGNMENT; SUCCESSORS & ASSIGNS.** Buyer shall not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Nordson. 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 the Contract. The Contract is binding upon, and will inure to the benefit of, the parties hereto and their respective permitted successors and permitted assigns.

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