Dresser Water, LLC
Standard Terms of Purchase PO Header

I. GENERAL

This Purchase Order is issued by Dresser Water, LLC (also referred to as "Buyer" or "Purchaser") to the supplier entity specified above (also referred to as "Seller" or "Supplier") for the supply from Seller to Buyer of the goods, documents, and/or services as set forth in this Purchase Order and in the documents referenced herein (collectively, the "Supply").

Seller hereby expressly agrees to be bound by and strictly comply with all the terms and conditions set forth in this Purchase Order, the Dresser Water, LLC Standard Terms of Purchase, and/or if applicable, the mutually agreed upon frame agreement(s), as referenced below (collectively, the "Order"), including any amendments, supplements, specifications, and other documents annexed to or expressly referenced in the Order.

In the event of a conflict or inconsistency among the documents listed below, the following order of precedence shall apply (documents listed first shall prevail over documents listed thereafter):

(A) The terms of any "Master Services Agreement", or "Strategic Supplier Agreement" or other frame agreement between Purchaser and Supplier pursuant to which this Order is being expressly issued (it being expressly agreed that in such frame agreement, the special terms shall prevail over the general terms);

(B) Subject to the express written consent of Purchaser, the terms of any "Master Services Agreement" or other frame agreement having effect between the Supplier and an Affiliate of Dresser Water, LLC, if and to the extent this Order is being expressly issued thereunder (it being expressly agreed that in any such frame agreement the special terms shall prevail over the general terms);

(C) The terms set forth on the face of this Purchase Order;

(D) In the absence of any frame agreements clearly applicable under (A) or (B) above, and/or for all matters not discussed in such frame agreements, the current Dresser Water, LLC, Standard Terms of Purchase shall prevail, and are available on the Dresser Utility Solutions website at: https://dresserutility.com/supplier-resource-center/.

For all directives, specifications, regulations, and/or other documents, in the absence of a dated reference, the latest version shall apply.

Issuance by Buyer of this Order shall not constitute an acceptance by Buyer of any of Seller's offers to sell, quotations, or other proposals. Reference in this Order to any such offers to sell, quotations, or proposals shall in no way constitute a modification of any of the terms of this Order, which shall always prevail over any such offers, quotations, or proposals. Seller understands and expressly agrees that the terms of this Order, (including, *inter alia*, the Standard Terms of Purchase) shall apply to the Supply even if the Supply is provided under Seller's contradictory terms. ANY ACKNOWLEDGMENT OR ACCEPTANCE OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY BUYER IN WRITING.

By delivering the Supply requested in this Order, you expressly and fully agree on behalf of the Supplier to the following:

(A) You represent that you are authorized and have authority to bind Supplier to the applicable Order including the Dresser Water, LLC Standard Terms of Purchase governing this Order, which are incorporated herein by reference;

B) You acknowledge that you have read all of the applicable terms, including the Dresser Water, LLC Standard Terms of Purchase, and agree to be bound by those terms; and

(C) You agree that any acknowledgment or acceptance of the Order, including without limitation by beginning performance of any of the work or activities called in the Order, will attribute your signature on this Order, including the applicable Dresser Water, LLC Standard Terms of Purchase incorporated herein by reference, with the intent to create a binding record of agreement on behalf of Supplier with the same legal effect, validity, and enforceability of a handwritten signature and paper document.

II. COMPLIANCE WITH LAWS AND CODES OF CONDUCT

Supplier hereby expressly undertakes, warrants, and represents that it will (and will cause all of its directors, employees, representatives, workers, suppliers, and subcontractors to) fully and strictly comply with all applicable laws, rules, regulations, and standards including without limitation those concerning proper business practices.

Supplier hereby expressly undertakes, warrants, and represents that it has adopted and effectively implements corporate processes, procedures, behaviors, and codes of conduct to ensure compliance with all such applicable laws, rules, regulations, and standards throughout the entire duration of the Order. It is understood that failure by Supplier to comply, in whole or in part, with this Section shall constitute a material breach of the Order.

IMPORTANT: THE *DRESSER WATER, LLC STANDARD TERMS OF PURCHASE*, APPLY TO THIS ORDER. TO OBTAIN A COPY OF THE COMPLETE *DRESSER WATER, LLC STANDARD TERMS OF PURCHASE* THAT APPLY TO THIS ORDER, PLEASE CONTACT YOUR BUYER OR GO TO: https://dresserutility.com/supplier-resource-center/