



Distribution Agreement Summary

[Ametek Inc.]

Dated: [3/20/2024]

OEM Name:

Ametek Power & Data
Systems a division of
Ametek, Inc.

Effective Date:

July 17, 2017

OEM Address:

343 Godshall Dr.
Harleysville, PA 19438

Expiration Date:

December 31, 2027.

IFS Supplier No.:

17549

Automatic Renewal:

No. Written extension
must be in place no
later than (60) days
prior to the expiration
of the Term.

Cage Code(s):

61349, 97424

Current Amendment:

Amendment 3

Exclusivity:

Global for all Foreign and Domestic Government Agencies (FDGA), including third party entities that support such agencies. Limited to defined goods in Exhibit B. "House Account" customers are excluded.

Sales Customers:

Permitted Customers: Global for all FDGAs.
Excluded Customers: All vehicle, airframe and Original Equipment Manufacturers, and Japanese Defense Market.

AAR Obligations:

1. Provide an annual purchase forecast to OEM. AAR provides an Annual Purchase Forecast to the OEM. For calendar years 2023-2027, the Purchase Forecast shall be agreed by the Parties during an Annual Purchase Forecast planning meeting.
2. Purchase Commitments are to be negotiated before July 15 of the preceding year.
3. Maintain records of all sales including Customer names, serial numbers, etc., to be provided to OEM upon request.

Pricing:

Initial pricing is established in Exhibit E, which is outdated, with OEM to provide an annual price catalog. Prices are subject to change with 90 days advance



notice. For Products not included in catalogue pricing, OEM to provide a quotation within 5 business days. Where the OEM buys back AAR inventory to meet the needs of its customers, AAR is entitled to set the repurchase price at 5% above AAR's acquisition cost.

Termination for Convenience:

Automatic termination after expiration on December 31, 2017. Either party may terminate for their convenience upon 60 days prior written notice.

Termination for Cause:

Either party may terminate for cause following failure to perform any obligations, which persists for thirty days after a 30 day cure period.

Rights on Termination/Expiration:

Upon termination for OEM's convenience, AAR has the right to return inventory of its choice at the original purchase price. Where the OEM terminates for cause, there is no requirement for the OEM to repurchase AAR Inventory. OEM is relieved from any requirement to make further shipments to AAR, and may cancel all existing unshipped orders, except to the extent AAR can prove that such materials were sold prior to AAR receiving notice of termination/cancellation.

Indemnity:

OEM provides indemnification for intellectual property only.

Warranty:

Warranty of good and marketable title, and freedom from defects in material and workmanship. The warranty period is the shorter of 12 months from AAR shipment to end-user or 36 months from shipment to AAR. Warranties are subject to change with 90 days written notice.

Flowdowns:

No exhibit providing acceptable flowdowns is implicated. OEM will comply with all FAR clauses to which AAR is bound.

SQRM Accepted:

AAR-WDL-0131 signed 8/21/2023. No exception to SQRM taken.

Fees and Obligated Purchases:

For 2023-2027, Purchase Commitments are subject to agreement by the Parties to be negotiated by July 15th of the preceding year.

Modifications.

1. Amendment 1 – No Amendment 1 exists. See Amendment 2.
2. Amendment 2 – Extension of Term and setting of purchase commitment through 2022.
3. Amendment 3 – Extension of term through 2027, and firm establishment of AAR purchase commitment through 2022.

Miscellaneous:

Next Amendment should include a refresh of AAR POCs. Tim Driscoll is currently listed. No record on file of current Purchase Commitments for 2023 or 2024.