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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2025

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 1-12981

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**AMETEK, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**1100 Cassatt Road**  
**Berwyn, Pennsylvania**  
(Address of principal executive offices)

**14-1682544**  
(I.R.S. Employer  
Identification No.)

**19312-1177**  
(Zip Code)

**Registrant's telephone number, including area code: (610) 647-2121**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

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**Securities registered pursuant to Section 12(b) of the Act:**

**Title of each class**

**Trading  
Symbol(s)**

**Name of each exchange  
on which registered**

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**Common Stock**

**AME**

**New York Stock Exchange**

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The number of shares of the registrant's common stock outstanding as of the latest practicable date was: Common Stock, \$0.01 Par Value, outstanding at October 27, 2025 was 230,203,873 shares.

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**AMETEK, Inc.**  
**Form 10-Q**  
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**PART I. FINANCIAL INFORMATION**
**Item 1. Financial Statements**

**AMETEK, Inc.**  
**Consolidated Statement of Income**  
(In thousands, except per share amounts)  
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Net sales</b>	\$ 1,892,641	\$ 1,708,564	\$ 5,402,668	\$ 5,179,578
Cost of sales	1,206,505	1,092,754	3,455,643	3,347,860
Selling, general and administrative	197,756	169,959	542,190	521,137
Total operating expenses	1,404,261	1,262,713	3,997,833	3,868,997
<b>Operating income</b>	488,380	445,851	1,404,835	1,310,581
Interest expense	(22,514)	(25,118)	(58,364)	(90,962)
Other (expense) income, net	(17,901)	(1,888)	(22,115)	(2,435)
<b>Income before income taxes</b>	447,965	418,845	1,324,356	1,217,184
Provision for income taxes	76,549	78,604	242,815	228,317
<b>Net income</b>	\$ 371,416	\$ 340,241	\$ 1,081,541	\$ 988,867
Basic earnings per share	\$ 1.61	\$ 1.47	\$ 4.69	\$ 4.28
<b>Diluted earnings per share</b>	\$ 1.60	\$ 1.47	\$ 4.67	\$ 4.26
Weighted average common shares outstanding:				
Basic shares	230,733	231,342	230,740	231,292
Diluted shares	231,670	232,224	231,561	232,188
Dividends declared and paid per share	\$ 0.31	\$ 0.28	\$ 0.93	\$ 0.84

See accompanying notes.

**AMETEK, Inc.**  
**Condensed Consolidated Statement of Comprehensive Income**  
**(In thousands)**  
**(Unaudited)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Total comprehensive income</b>	<b>\$ 344,649</b>	<b>\$ 405,095</b>	<b>\$ 1,204,112</b>	<b>\$ 1,016,270</b>

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Balance Sheet**  
**(In thousands)**

	September 30, 2025	December 31, 2024
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 439,237	\$ 373,999
Receivables, net	1,135,967	948,830
Inventories, net	1,153,074	1,021,713
Other current assets	333,267	258,490
Total current assets	3,061,545	2,603,032
Property, plant and equipment, net	845,603	818,611
Right of use assets, net	267,589	235,666
Goodwill	7,185,294	6,555,877
Other intangibles, net	4,245,742	3,915,173
Investments and other assets	576,484	502,810
Total assets	<u>\$ 16,182,257</u>	<u>\$ 14,631,169</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Short-term borrowings and current portion of long-term debt, net	\$ 1,038,143	\$ 654,346
Accounts payable	582,010	523,332
Customer advanced payments	416,234	363,555
Income taxes payable	81,352	84,428
Accrued liabilities and other	532,064	472,926
Total current liabilities	2,649,803	2,098,587
Long-term debt, net	1,426,072	1,425,375
Deferred income taxes	851,146	831,030
Other long-term liabilities	728,360	620,873
Total liabilities	5,655,381	4,975,865
Stockholders' equity:		
Common stock	2,723	2,720
Capital in excess of par value	1,291,456	1,264,670
Retained earnings	11,924,855	11,057,684
Accumulated other comprehensive loss	(433,168)	(555,739)
Treasury stock	(2,258,990)	(2,114,031)
Total stockholders' equity	10,526,876	9,655,304
Total liabilities and stockholders' equity	<u>\$ 16,182,257</u>	<u>\$ 14,631,169</u>

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Statement of Stockholders' Equity**  
(In thousands)  
(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2025	2024	2025	2024
<b>Capital stock</b>				
Common stock, \$0.01 par value				
Balance at the beginning of the period	\$ 2,723	\$ 2,716	\$ 2,720	\$ 2,709
Shares issued	—	1	3	8
Balance at the end of the period	<u>2,723</u>	<u>2,717</u>	<u>2,723</u>	<u>2,717</u>
<b>Capital in excess of par value</b>				
Balance at the beginning of the period	1,275,795	1,210,414	1,264,670	1,168,694
Issuance of common stock under employee stock plans and other	2,745	5,513	(8,443)	25,069
Share-based compensation expense	12,916	12,743	35,229	34,907
Balance at the end of the period	<u>1,291,456</u>	<u>1,228,670</u>	<u>1,291,456</u>	<u>1,228,670</u>
<b>Retained earnings</b>				
Balance at the beginning of the period	11,624,849	10,459,556	11,057,684	9,940,343
Net income	371,416	340,241	1,081,541	988,867
Cash dividends paid	(71,410)	(64,657)	(214,370)	(194,068)
Other	—	—	—	(2)
Balance at the end of the period	<u>11,924,855</u>	<u>10,735,140</u>	<u>11,924,855</u>	<u>10,735,140</u>
<b>Accumulated other comprehensive (loss) income</b>				
Foreign currency translation:				
Balance at the beginning of the period	(244,679)	(338,606)	(392,133)	(298,835)
Translation adjustments	(34,294)	91,052	201,697	40,231
Change in long-term intercompany notes	144	2,106	(5,699)	(1,942)
Net investment hedge instruments (loss) gain, net of tax of \$(2,022) and \$9,595 for the quarter ended September 30, 2025 and 2024 and \$23,934 and \$4,678 for the nine months ended September 30, 2025 and 2024, respectively	6,441	(29,464)	(76,253)	(14,366)
Balance at the end of the period	<u>(272,388)</u>	<u>(274,912)</u>	<u>(272,388)</u>	<u>(274,912)</u>
Defined benefit pension plans:				
Balance at the beginning of the period	(161,722)	(183,787)	(163,606)	(186,107)
Amortization of net actuarial loss and other, net of tax of \$(296) and \$(365) for the quarter ended September 30, 2025 and 2024 and \$(888) and \$(1,095) for the nine months ended September 30, 2025 and 2024, respectively	942	1,160	2,826	3,480
Balance at the end of the period	<u>(160,780)</u>	<u>(182,627)</u>	<u>(160,780)</u>	<u>(182,627)</u>
Accumulated other comprehensive loss at the end of the period	<u>(433,168)</u>	<u>(457,539)</u>	<u>(433,168)</u>	<u>(457,539)</u>
<b>Treasury stock</b>				
Balance at the beginning of the period	(2,108,294)	(1,897,889)	(2,114,031)	(1,896,613)
Issuance of common stock under employee stock plans	(195)	(476)	12,619	5,843
Purchase of treasury stock	(150,501)	(60,400)	(157,578)	(67,995)
Balance at the end of the period	<u>(2,258,990)</u>	<u>(1,958,765)</u>	<u>(2,258,990)</u>	<u>(1,958,765)</u>
<b>Total stockholders' equity</b>	<u>\$ 10,526,876</u>	<u>\$ 9,550,223</u>	<u>\$ 10,526,876</u>	<u>\$ 9,550,223</u>

See accompanying notes.

**AMETEK, Inc.**  
**Condensed Consolidated Statement of Cash Flows**  
(In thousands)  
(Unaudited)

	Nine months ended September 30,	
	2025	2024
<b>Cash provided by (used for):</b>		
<b>Operating activities:</b>		
Net income	\$ 1,081,541	\$ 988,867
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	317,146	287,049
Deferred income taxes	(66,548)	(28,970)
Share-based compensation expense	35,229	34,907
Gain on sale of facilities	(91)	(995)
Net change in assets and liabilities, net of acquisitions	(138,519)	20,675
Pension contributions	(4,529)	(4,433)
Other, net	(6,730)	(18,268)
Total operating activities	<u>1,217,499</u>	<u>1,278,832</u>
<b>Investing activities:</b>		
Additions to property, plant and equipment	(73,251)	(75,350)
Purchases of businesses, net of cash acquired	(933,242)	—
Proceeds from sale of facilities	200	4,246
Other, net	521	1,580
Total investing activities	<u>(1,005,772)</u>	<u>(69,524)</u>
<b>Financing activities:</b>		
Net change in short-term borrowings	427,684	(698,099)
Repayments of long-term borrowings	(239,942)	(300,000)
Repurchases of common stock	(163,623)	(67,995)
Cash dividends paid	(214,370)	(194,068)
Proceeds from stock option exercises	21,600	39,728
Other, net	(8,015)	(7,976)
Total financing activities	<u>(176,666)</u>	<u>(1,228,410)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>30,177</u>	<u>5,564</u>
Increase (decrease) in cash and cash equivalents	<u>65,238</u>	<u>(13,538)</u>
Cash and cash equivalents:		
Beginning of period	373,999	409,804
End of period	<u>\$ 439,237</u>	<u>\$ 396,266</u>

See accompanying notes.

**AMETEK, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2025**  
**(Unaudited)**

## 1. Basis of Presentation

The accompanying consolidated financial statements are unaudited. AMETEK, Inc. (the “Company”) believes that all adjustments (which primarily consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at September 30, 2025, the consolidated results of its operations for the three and nine months ended September 30, 2025 and 2024 and its cash flows for the nine months ended September 30, 2025 and 2024 have been included. The Company has two reportable segments, Electronic Instruments Group (“EIG”) and Electromechanical Group (“EMG”). The Company identifies its operating segments for segment reporting purposes primarily on the basis of product type, production processes, distribution methods and management organizations. Quarterly results of operations are not necessarily indicative of results for the full year. The accompanying consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes presented in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 as filed with the U.S. Securities and Exchange Commission.

## 2. Recent Accounting Pronouncements

### *Recent Accounting Pronouncements*

In September 2025, the FASB issued ASU 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software (ASU 2025-06) updating guidance on accounting for internal-use software. The amendments modernize guidance to consider different methods of software development, updating the requirements for capitalization of software costs. ASU 2025-06 is effective for annual and interim reporting periods beginning after December 15, 2027. Prospective, modified prospective, or retrospective application is allowed and early adoption is permitted. The Company has not determined the impact ASU 2025-06 may have on the Company’s consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income —Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires additional disclosures about significant expenses included in certain expense captions presented on the face of the income statement. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Prospective or retrospective application is allowed and early adoption is permitted. The Company has not determined the impact ASU 2024-03 may have on the Company’s financial statement disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures (“ASU 2023-09”), which improves income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. The ASU indicates that all entities will apply its guidance prospectively with an option for retroactive application to each period in the financial statements. ASU 2023-09 will require additional disclosures in the Income Taxes footnote, but it will not have a material impact on the Company’s consolidated financial statements.

## 3. Revenues

The outstanding contract asset and liability accounts were as follows:

	2025	2024
	(In thousands)	
Contract assets—January 1	\$ 136,432	\$ 140,826
Contract assets – September 30	<b>173,363</b>	151,451
Change in contract assets – increase (decrease)	<b>36,931</b>	10,625
Contract liabilities – January 1	400,689	432,830
Contract liabilities – September 30	<b>466,983</b>	396,172
Change in contract liabilities – (increase) decrease	<b>(66,294)</b>	36,658
Net change	<b>\$ (29,363)</b>	\$ 47,283

**AMETEK, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2025**  
**(Unaudited)**

The net change for the nine months ended September 30, 2025 was primarily driven by an increase in customer advance payments from the 2025 acquisitions. For the nine months ended September 30, 2025 and 2024, the Company recognized revenue of \$276.7 million and \$324.8 million, respectively, that was previously included in the beginning balance of contract liabilities.

Contract assets are reported as a component of Other current assets in the consolidated balance sheet. At September 30, 2025 and December 31, 2024, \$50.7 million and \$37.1 million of Customer advanced payments (contract liabilities), respectively, were recorded in Other long-term liabilities in the consolidated balance sheets.

The remaining performance obligations not expected to be completed within one year as of September 30, 2025 and December 31, 2024 were \$618.8 million and \$541.8 million, respectively. Remaining performance obligations represent the transaction price of firm, non-cancelable orders, with expected delivery dates to customers greater than one year from the balance sheet date, for which the performance obligation is unsatisfied or partially unsatisfied. These performance obligations will be substantially satisfied within two to three years.

*Geographic Areas*

Net sales were attributed to geographic areas based on the location of the customer. Information about the Company's operations in different geographic areas was as follows for the three and nine months ended September 30:

	Three months ended September 30, 2025			Nine months ended September 30, 2025		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
United States	\$ 605,310	\$ 381,254	\$ 986,564	\$ 1,761,703	\$ 1,087,397	\$ 2,849,100
International <sup>(1)</sup> :						
United Kingdom	29,800	37,512	67,312	85,356	112,921	198,277
European Union countries	164,759	116,401	281,160	442,678	329,723	772,401
Asia	291,063	66,741	357,804	855,893	184,200	1,040,093
Other foreign countries	155,400	44,401	199,801	403,946	138,851	542,797
Total international	<u>641,022</u>	<u>265,055</u>	<u>906,077</u>	<u>1,787,873</u>	<u>765,695</u>	<u>2,553,568</u>
Consolidated net sales	<u>\$ 1,246,332</u>	<u>\$ 646,309</u>	<u>\$ 1,892,641</u>	<u>\$ 3,549,576</u>	<u>\$ 1,853,092</u>	<u>\$ 5,402,668</u>

(1) Includes U.S. export sales of \$512.8 million and \$1,461.1 million for the three and nine months ended September 30, 2025, respectively.

	Three months ended September 30, 2024			Nine months ended September 30, 2024		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
United States	\$ 561,273	\$ 333,575	\$ 894,848	\$ 1,732,847	\$ 1,019,636	\$ 2,752,483
International <sup>(1)</sup> :						
United Kingdom	25,247	31,160	56,407	79,713	95,107	174,820
European Union countries	123,271	109,071	232,342	393,941	331,047	724,988
Asia	301,858	60,008	361,866	881,893	166,517	1,048,410
Other foreign countries	122,939	40,162	163,101	356,586	122,291	478,877
Total international	<u>573,315</u>	<u>240,401</u>	<u>813,716</u>	<u>1,712,133</u>	<u>714,962</u>	<u>2,427,095</u>
Consolidated net sales	<u>\$ 1,134,588</u>	<u>\$ 573,976</u>	<u>\$ 1,708,564</u>	<u>\$ 3,444,980</u>	<u>\$ 1,734,598</u>	<u>\$ 5,179,578</u>

(1) Includes U.S. export sales of \$465.1 million and \$1,374.4 million for the three and nine months ended September 30, 2024, respectively.

**AMETEK, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2025**  
**(Unaudited)**

*Major Products and Services*

The Company's major products and services in the reportable segments were as follows:

	Three months ended September 30, 2025			Nine months ended September 30, 2025		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Process and analytical instrumentation	\$ 883,483	\$ —	\$ 883,483	\$ 2,463,220	\$ —	\$ 2,463,220
Aerospace and power	362,849	189,893	552,742	1,086,356	542,524	1,628,880
Automation and engineered solutions	—	456,416	456,416	—	1,310,568	1,310,568
Consolidated net sales	<u>\$ 1,246,332</u>	<u>\$ 646,309</u>	<u>\$ 1,892,641</u>	<u>\$ 3,549,576</u>	<u>\$ 1,853,092</u>	<u>\$ 5,402,668</u>

  

	Three months ended September 30, 2024			Nine months ended September 30, 2024		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Process and analytical instrumentation	\$ 779,772	\$ —	\$ 779,772	\$ 2,374,034	\$ —	\$ 2,374,034
Aerospace and power	354,816	160,177	514,993	1,070,946	467,092	1,538,038
Automation and engineered solutions	—	413,799	413,799	—	1,267,506	1,267,506
Consolidated net sales	<u>\$ 1,134,588</u>	<u>\$ 573,976</u>	<u>\$ 1,708,564</u>	<u>\$ 3,444,980</u>	<u>\$ 1,734,598</u>	<u>\$ 5,179,578</u>

*Timing of Revenue Recognition*

	Three months ended September 30, 2025			Nine months ended September 30, 2025		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Products transferred at a point in time	\$ 993,386	\$ 576,933	\$ 1,570,319	\$ 2,819,874	\$ 1,674,371	\$ 4,494,245
Products and services transferred over time	252,946	69,376	322,322	729,702	178,721	908,423
Consolidated net sales	<u>\$ 1,246,332</u>	<u>\$ 646,309</u>	<u>\$ 1,892,641</u>	<u>\$ 3,549,576</u>	<u>\$ 1,853,092</u>	<u>\$ 5,402,668</u>

  

	Three months ended September 30, 2024			Nine months ended September 30, 2024		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Products transferred at a point in time	\$ 904,622	\$ 515,035	\$ 1,419,657	\$ 2,776,552	\$ 1,557,412	\$ 4,333,964
Products and services transferred over time	229,966	58,941	288,907	668,428	177,186	845,614
Consolidated net sales	<u>\$ 1,134,588</u>	<u>\$ 573,976</u>	<u>\$ 1,708,564</u>	<u>\$ 3,444,980</u>	<u>\$ 1,734,598</u>	<u>\$ 5,179,578</u>

*Product Warranties*

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold vary among the Company's operations, but the majority do not exceed one year. The Company calculates its warranty expense provision based on its historical warranty experience and adjustments are made periodically to reflect actual warranty expenses. Product warranty obligations are reported as a component of Accrued liabilities and other in the consolidated balance sheet.

**AMETEK, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2025**  
**(Unaudited)**

Changes in the accrued product warranty obligation were as follows:

	Nine Months Ended September 30,	
	2025	2024
(In thousands)		
Balance at the beginning of the period	\$ 38,555	\$ 37,087
Accruals for warranties issued during the period	14,629	18,049
Settlements made during the period	(13,851)	(16,219)
Warranty accruals related to acquired businesses and other during the period	4,455	247
Balance at the end of the period	<u>\$ 43,788</u>	<u>\$ 39,164</u>

#### *Accounts Receivable*

The Company maintains allowances for estimated losses resulting from the inability of customers to meet their financial obligations to the Company. The Company recognizes an allowance for credit losses, on all accounts receivable and contract assets, which considers risk of future credit losses based on factors such as historical experience, contract terms, as well as general and market business conditions, country, and political risk. Balances are written off when determined to be uncollectible.

At September 30, 2025, the Company had \$1,136.0 million of accounts receivable, net of allowances of \$13.5 million. At December 31, 2024, the Company had \$948.8 million of accounts receivable, net of allowance of \$13.0 million. Changes in the allowance were not material for the three and nine months ended September 30, 2025.

#### **4. Earnings Per Share**

The calculation of basic earnings per share is based on the weighted average number of common shares considered outstanding during the periods. The calculation of diluted earnings per share reflects the effect of all potentially dilutive securities (principally outstanding stock options and restricted stock grants). The number of weighted average shares used in the calculation of basic earnings per share and diluted earnings per share was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(In thousands)				
<b>Weighted average shares:</b>				
Basic shares	230,733	231,342	230,740	231,292
Equity-based compensation plans	937	882	821	896
Diluted shares	<u>231,670</u>	<u>232,224</u>	<u>231,561</u>	<u>232,188</u>

The calculation of diluted earnings per share for the three and nine months ended September 30, 2024 excluded an immaterial number of stock options because the exercise prices of these stock options exceeded the average market price of the Company's common shares, and the effect of their inclusion would have been antidilutive. There were no antidilutive shares for the three and nine months ended September 30, 2025.

#### **5. Fair Value Measurements**

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

The Company utilizes a valuation hierarchy for disclosure of the inputs to the valuations used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument. Level 3 inputs are unobservable inputs based on the Company's own assumptions used

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to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following table provides the Company's assets that are measured at fair value on a recurring basis, consistent with the fair value hierarchy, at September 30, 2025 and December 31, 2024:

	September 30, 2025			
	Total	Level 1	Level 2	Level 3
	(In thousands)			
Mutual fund investments	\$ 8,007	\$ 8,007	\$ —	\$ —

  

	December 31, 2024			
	Total	Level 1	Level 2	Level 3
	(In thousands)			
Mutual fund investments	\$ 9,124	\$ 9,124	\$ —	\$ —

The fair value of mutual fund investments is based on quoted market prices. The mutual fund investments are shown as a component of investments and other assets on the consolidated balance sheet.

For the nine months ended September 30, 2025 and 2024, gains and losses on the investments noted above were not significant. No transfers between level 1 and level 2 investments occurred during the nine months ended September 30, 2025 and 2024.

#### *Financial Instruments*

Cash, cash equivalents and mutual fund investments are recorded at fair value at September 30, 2025 and December 31, 2024 in the accompanying consolidated balance sheet.

The following table provides the estimated fair values of the Company's financial instrument liabilities, for which fair value is measured for disclosure purposes only, compared to the recorded amounts at September 30, 2025 and December 31, 2024:

	September 30, 2025		December 31, 2024	
	Recorded Amount	Fair Value	Recorded Amount	Fair Value
	(In thousands)			
Long-term debt (including current portion)	\$ (1,802,113)	\$ (1,756,332)	\$ (1,851,873)	\$ (1,778,719)

The fair value of net short-term borrowings approximates the carrying value. The Company's net long-term debt is all privately held with no public market for this debt, therefore, the fair value of net long-term debt was computed based on comparable current market data for similar debt instruments and is considered a level 3 liability.

## **6. Hedging Activities**

The Company has designated certain foreign-currency-denominated long-term borrowings as hedges of the net investment in certain foreign operations. As of September 30, 2025, these net investment hedges included British-pound-and Euro-denominated long-term debt. These borrowings were designed to create net investment hedges in certain designated foreign subsidiaries. The Company designated the British-pound- and Euro-denominated loans as hedging instruments to offset translation gains or losses on the net investment due to changes in the British pound and Euro exchange rates. These net investment hedges are evidenced by management's contemporaneous documentation supporting the hedge designation. Any gain or loss on the hedging instruments (the debt) following hedge designation is reported in accumulated other comprehensive income in the same manner as the translation adjustment on the hedged investment based on changes in the spot rate, which is used to measure hedge effectiveness.

At September 30, 2025, the Company had \$302.4 million of British-pound-denominated loans and \$674.6 million in Euro-denominated loans, which were designated as a hedge against the net investment in British pound and Euro functional

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currency foreign subsidiaries. As a result of the British-pound- and Euro-denominated loans designated and 100% effective as net investment hedges, \$100.2 million of pre-tax currency remeasurement losses have been included in the foreign currency translation component of other comprehensive income for the nine months ended September 30, 2025.

**7. Inventories, net**

	September 30, 2025	December 31, 2024
(In thousands)		
Finished goods and parts	\$ 116,792	\$ 80,491
Work in process	210,892	171,084
Raw materials and purchased parts	825,390	770,138
Total inventories, net	<u>\$ 1,153,074</u>	<u>\$ 1,021,713</u>

**8. Leases and Other Commitments**

The Company has commitments under operating leases for certain facilities, vehicles and equipment used in its operations. Cash used in operations for operating leases was not materially different from operating lease expense for the nine months ended September 30, 2025 and 2024. The Company's leases have a weighted average remaining lease term of approximately six years.

The components of lease expense were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(In thousands)				
Operating lease cost	\$ 18,611	\$ 17,493	\$ 61,848	\$ 52,894
Variable lease cost	4,551	3,001	11,753	9,334
Total lease cost	<u>\$ 23,162</u>	<u>\$ 20,494</u>	<u>\$ 73,601</u>	<u>\$ 62,228</u>

Supplemental balance sheet information related to leases was as follows:

	September 30, 2025	December 31, 2024
(In thousands)		
Right of use assets, net	<u>\$ 267,589</u>	<u>\$ 235,666</u>
Lease liabilities included in Accrued Liabilities and other	61,223	54,736
Lease liabilities included in Other long-term liabilities	220,972	190,017
Total lease liabilities	<u>\$ 282,195</u>	<u>\$ 244,753</u>

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Maturities of lease liabilities as of September 30, 2025 were as follows:

Lease Liability Maturity Analysis	Operating Leases (In thousands)
Remaining 2025	\$ 17,891
2026	67,807
2027	55,766
2028	43,768
2029	36,722
Thereafter	113,693
Total lease payments	335,647
Less: imputed interest	53,452
	<u>\$ 282,195</u>

The Company does not have any significant leases that have not yet commenced.

#### Other Commitments

In the ordinary course of its business, the Company issues guarantees, stand-by letters of credit and surety bonds to provide financial or performance assurance to third parties on behalf of its consolidated subsidiaries to support or enhance the subsidiary's stand-alone creditworthiness. At September 30, 2025, the maximum amount of future payment obligations relative to these various guarantees was \$302.0 million and the outstanding liability under certain of those guarantees was \$183.2 million.

#### 9. Acquisitions

The Company spent \$933.2 million in cash, net of cash acquired, to acquire Kern Microtechnik ("Kern") in January 2025 and acquired all outstanding shares of FARO Technologies ("FARO") common stock in July 2025. Kern is a leading manufacturer of high-precision machining and optical inspection solutions supporting a wide range of applications within the medical, semiconductor, research, and space markets. Kern has annual sales of approximately 50 million Euros. Kern is part of EIG. FARO is a leading provider of 3D measurement and imaging solutions, including portable measurement arms, laser scanners and trackers, software solutions, and comprehensive service offerings. FARO has annual sales of approximately \$340 million. The transaction was completed following the approval of FARO's stockholders and receipt of all regulatory approvals. FARO is part of EIG.

The following table represents the allocation of the purchase price for the net assets of the FARO and Kern acquisitions based on the estimated fair values at acquisition (in millions):

	FARO	Kern	Total
Property, plant and equipment	\$ 23.1	\$ 10.8	\$ 33.9
Goodwill	470.3	60.2	530.5
Other intangible assets	447.9	52.8	500.7
Convertible debt <sup>(1)</sup>	(90.0)	—	(90.0)
Deferred income taxes	(71.0)	(17.2)	(88.2)
Net working capital and other <sup>(2)</sup>	243.4	6.4	249.8
Total purchase price	<u>\$ 1,023.7</u>	<u>\$ 113.0</u>	<u>\$ 1,136.7</u>
Less: Acquisition date fair value of cash acquired & convertible debt assumed	(194.6)	—	(194.6)
Less: Acquisition date fair value of contingent payment liability	—	(8.9)	(8.9)
Total cash paid	<u>\$ 829.1</u>	<u>\$ 104.1</u>	<u>\$ 933.2</u>

(1) Acquired \$90.0 million of convertible debt, which was converted and paid in the third quarter of 2025.

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(2) Includes \$93.0 million in accounts receivable, whose fair value, contractual cash flows and expected cash flows are approximately equal.

The amount allocated to goodwill is reflective of the benefits the Company expects to realize from the acquisitions. Kern's design and engineering capabilities complement the Company's existing ultra precision technologies business. FARO's 3D metrology and digital reality solutions expand and enhance the Company's existing ultra precision technologies business.

At September 30, 2025, the purchase price allocated to other intangible assets of \$500.7 million consists of \$85.4 million of indefinite-lived intangible trade names, which are not subject to amortization. The remaining \$415.3 million of other intangible assets consists of \$331.1 million of customer relationships, which are being amortized over a period of 17 to 20 years, and \$84.2 million of purchased technology, which is being amortized over a period of 15 to 17 years. Amortization expense for each of the next five years for the 2025 acquisition is expected to approximate \$24 million per year.

The Kern acquisition includes an \$8.9 million estimated fair value contingent payment due upon Kern achieving certain cumulative revenue and EBITDA targets over the period January 1, 2025 to January 1, 2027. The contingent liability was based on a probabilistic approach using level 3 inputs. At September 30, 2025, there was no change to the estimated fair value of the contingent payment liability.

The Kern and FARO acquisitions had an immaterial impact on reported net sales, net income, and diluted earnings per share for the three and nine months ended September 30, 2025. Had the acquisitions been made at the beginning of 2025 or 2024, pro forma net sales, net income, and diluted earnings per share for the three and nine months ended September 30, 2025 and 2024, would not have been materially different than the amounts reported.

The Company finalized its measurements of tangible and intangible assets and liabilities for its October 2024 acquisition of Virtek Vision International, which had no material impact to the consolidated statement of income and balance sheet. The Company has not finalized its measurements of the accounting for income taxes for its January 2025 acquisition of Kern. The Company is in the process of finalizing the measurement of the intangible assets and tangible assets and liabilities, as well as the associated income tax considerations, for its July 2025 acquisition of FARO. All amounts may change as the Company finalizes the valuations of the assets acquired, liabilities assumed, and intangible assets.

#### 10. Goodwill

The changes in the carrying amounts of goodwill by segment were as follows:

	EIG	EMG	Total
	(In millions)		
Balance at December 31, 2024	\$ 4,424.9	\$ 2,131.0	\$ 6,555.9
Goodwill acquired from 2025 acquisitions	530.5	—	530.5
Purchase price allocation adjustments and other	4.5	—	4.5
Foreign currency translation adjustments	62.2	32.2	94.4
Balance at September 30, 2025	<u>\$ 5,022.1</u>	<u>\$ 2,163.2</u>	<u>\$ 7,185.3</u>

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## 11. Income Taxes

On July 4, 2025, the President signed into law the One Big Beautiful Bill Act (“OBBBA”), enacting permanent extensions of most expiring Tax Cuts and Jobs Act provisions and international tax changes, including modifications to bonus depreciation, R&D expensing, and interest expense limitations. The Company has determined that the legislation did not have a material impact on its consolidated financial statements.

At September 30, 2025, the Company had gross uncertain tax benefits of \$238.4 million, of which \$193.1 million, if recognized, would impact the effective tax rate.

The following is a reconciliation of the liability for uncertain tax positions (in millions):

Balance at December 31, 2024	\$	201.6
Additions for tax positions		38.5
Reductions for tax positions		(1.7)
Balance at September 30, 2025	\$	<u>238.4</u>

The additions above primarily reflect the tax positions for foreign tax planning initiatives. The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense. The amounts recognized in income tax expense for interest and penalties during the three and nine months ended September 30, 2025 and 2024 were not significant.

The effective tax rate for the three months ended September 30, 2025 was 17.1%, compared with 18.8% for the three months ended September 30, 2024. The lower effective tax rate in the third quarter of 2025 primarily reflects the remeasurement of deferred tax liabilities following the enactment of a lower corporate tax rate in Germany.

## 12. Debt

On January 6, 2025, the Company established a commercial paper program under which it may issue short-term, unsecured commercial paper notes. Amounts available under the commercial paper program may be borrowed, repaid and re-borrowed, with the aggregate face or principal amount of the notes outstanding under the commercial paper program at any time not to exceed \$2.3 billion. The notes will have maturities of up to 364 days from the date of issue. The Company intends the commercial paper program to provide additional financing flexibility for various purposes including acquisitions. The Company expects that outstanding indebtedness of the Company under both the revolving credit facility and the commercial paper program will not exceed \$2.3 billion at any time. At September 30, 2025, there was \$635.0 million outstanding under the commercial paper program.

In the second quarter of 2025, the Company paid in full, at maturity, a \$50.0 million in aggregate principal amount of 3.91% senior notes. In the third quarter of 2025, the Company paid in full, at maturity, a \$100.0 million in aggregate principal amount of 3.96% senior notes.

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### 13. Share-Based Compensation

The Company's share-based compensation plans are described in Note 11, Share-Based Compensation, to the consolidated financial statements in Part II, Item 8, filed on the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

#### Share Based Compensation Expense

Total share-based compensation expense was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(In thousands)			
Stock option expense	\$ 2,830	\$ 3,417	\$ 8,946	\$ 10,443
Restricted stock expense	5,443	5,106	15,768	15,232
Performance restricted stock unit expense	4,643	4,220	10,515	9,232
Total pre-tax expense	<u>\$ 12,916</u>	<u>\$ 12,743</u>	<u>\$ 35,229</u>	<u>\$ 34,907</u>

Pre-tax share-based compensation expense is included in the consolidated statement of income in either Cost of sales or Selling, general and administrative expenses, depending on where the recipient's cash compensation is reported.

#### Stock Options

The fair value of each stock option grant is estimated on the grant date using a Black-Scholes-Merton option pricing model. The following weighted average assumptions were used in the Black-Scholes-Merton model to estimate the fair values of stock options granted during the periods indicated:

	Nine Months Ended September 30, 2025	Year Ended December 31, 2024
Expected volatility	22.7%	28.2%
Expected term (years)	5.0	5.0
Risk-free interest rate	4.07%	4.31%
Expected dividend yield	0.70%	0.62%
Black-Scholes-Merton fair value per stock option granted	\$ 46.21	\$ 56.42

The following is a summary of the Company's stock option activity and related information:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2024	2,140	\$ 114.33		
Granted	267	176.08		
Exercised	(203)	106.79		
Forfeited	(40)	162.67		
Outstanding at September 30, 2025	<u>2,164</u>	<u>\$ 121.77</u>	<u>6.1</u>	<u>\$ 143.4</u>
Exercisable at September 30, 2025	<u>1,659</u>	<u>\$ 107.40</u>	<u>5.4</u>	<u>\$ 133.7</u>

The aggregate intrinsic value of stock options exercised during the nine months ended September 30, 2025 was \$14.9 million. The total fair value of stock options vested during the nine months ended September 30, 2025 was \$13.7 million. As of September 30, 2025, there was approximately \$17.0 million of expected future pre-tax compensation expense related to the 0.5

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million non-vested stock options outstanding, which is expected to be recognized over a weighted average period of approximately two years.

*Restricted Stock*

The following is a summary of the Company's non-vested restricted stock activity and related information:

	Shares	Weighted Average Grant Date Fair Value
	(In thousands)	
Non-vested restricted stock outstanding at December 31, 2024	277	\$ 159.71
Granted	165	176.34
Vested	(135)	150.79
Forfeited	(23)	169.25
Non-vested restricted stock outstanding at September 30, 2025	<u>284</u>	<u>\$ 172.83</u>

The total fair value of restricted stock vested during the nine months ended September 30, 2025 was \$20.3 million. As of September 30, 2025, there was approximately \$35.5 million of expected future pre-tax compensation expense related to the 0.3 million non-vested restricted shares outstanding, which is expected to be recognized over a weighted average period of approximately two years.

*Performance Restricted Stock Units*

The following is a summary of the Company's non-vested performance restricted stock activity and related information:

	Shares	Weighted Average Grant Date Fair Value
	(In thousands)	
Non-vested performance restricted stock outstanding at December 31, 2024	235	\$ 150.92
Granted	93	176.08
Performance assumption change <sup>1</sup>	8	134.69
Vested	(92)	134.69
Forfeited	(3)	164.75
Non-vested performance restricted stock outstanding at September 30, 2025	<u>241</u>	<u>\$ 166.09</u>

<sup>1</sup> Reflects the number of PRSUs above target levels based on performance metrics.

As of September 30, 2025, there was approximately \$11.0 million of expected future pre-tax compensation expense related to the 0.2 million non-vested restricted shares outstanding, which is expected to be recognized over a weighted average period of less than one year.

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#### 14. Retirement and Pension Plans

The components of net periodic pension benefit expense (income) were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(In thousands)				
<b>Defined benefit plans:</b>				
Service cost	\$ 603	\$ 737	\$ 1,771	\$ 2,194
Interest cost	7,356	7,043	21,856	21,010
Expected return on plan assets	(13,259)	(13,702)	(39,589)	(40,953)
Amortization of net actuarial loss and other	2,074	2,358	6,159	7,028
Pension income	(3,226)	(3,564)	(9,803)	(10,721)
<b>Other plans:</b>				
Defined contribution plans	10,383	9,759	34,074	35,339
Foreign plans and other	1,569	2,275	4,557	6,251
Total other plans	11,952	12,034	38,631	41,590
Total net pension expense	<u>\$ 8,726</u>	<u>\$ 8,470</u>	<u>\$ 28,828</u>	<u>\$ 30,869</u>

For defined benefit plans, the net periodic benefit income, other than the service cost component, is included in “Other (expense) income, net” in the consolidated statement of income.

For the nine months ended September 30, 2025 and 2024, contributions to the Company’s defined benefit pension plans were \$4.5 million and \$4.4 million, respectively. The Company’s current estimate of 2025 contributions to its worldwide defined benefit pension plans is in line with the range disclosed in Note 12 of the Company’s Annual Report on Form 10-K for the year ended December 31, 2024.

#### 15. Contingencies

##### *Asbestos Litigation*

The Company (including its subsidiaries) has been named as a defendant in a number of asbestos-related lawsuits. Certain of these lawsuits relate to a business which was acquired by the Company and do not involve products which were manufactured or sold by the Company. In connection with these lawsuits, the seller of such business has agreed to indemnify the Company against these claims (the “Indemnified Claims”). The Indemnified Claims have been tendered to, and are being defended by, such seller. The seller has met its obligations, in all respects, and the Company does not have any reason to believe such party would fail to fulfill its obligations in the future. To date, no judgments have been rendered against the Company as a result of any asbestos-related lawsuit. The Company believes that it has good and valid defenses to each of these claims and intends to defend them vigorously.

##### *Environmental Matters*

Certain historic processes in the manufacture of products have resulted in environmentally hazardous waste by-products as defined by federal and state laws and regulations. At September 30, 2025, the Company is named a Potentially Responsible Party (“PRP”) at 13 non-AMETEK-owned former waste disposal or treatment sites (the “non-owned” sites). The Company is identified as a “de minimis” party in a majority of these sites based on the low volume of waste attributed to the Company relative to the amounts attributed to other named PRPs. The Company is participating in the investigation and/or related required remediation as part of a PRP Group and reserves have been established to satisfy the Company’s expected obligations. The Company historically has resolved these issues within established reserve levels and reasonably expects this result will continue. In addition to these non-owned sites, the Company has an ongoing practice of providing reserves for probable remediation activities at certain of its current or previously owned manufacturing locations (the “owned” sites). For claims and proceedings against the Company with respect to other environmental matters, reserves are established once the Company has determined that a loss is probable and estimable. This estimate is refined as the Company moves through the various stages of investigation, risk assessment, feasibility study and corrective action processes. In certain instances, the Company has developed a range of estimates for such costs and has recorded a liability based on the best estimate. It is

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reasonably possible that the actual cost of remediation of the individual sites could vary from the current estimates and the amounts accrued in the consolidated financial statements; however, the amounts of such variances are not expected to result in a material change to the consolidated financial statements. In estimating the Company's liability for remediation, the Company also considers the likely proportionate share of the anticipated remediation expense and the ability of the other PRPs to fulfill their obligations.

Total environmental reserves at September 30, 2025 and December 31, 2024 were \$33.0 million and \$29.8 million, respectively, for both non-owned and owned sites. For the nine months ended September 30, 2025, the Company recorded \$10.2 million in reserves. Additionally, the Company spent \$7.0 million on environmental matters for the nine months ended September 30, 2025.

The Company has agreements with other former owners of certain of its acquired businesses, as well as new owners of previously owned businesses. Under certain of the agreements, the former or new owners retained, or assumed and agreed to indemnify the Company against, certain environmental and other liabilities under certain circumstances. The Company and some of these other parties also carry insurance coverage for some environmental matters.

The Company believes it has established reserves for the environmental matters described above, which are sufficient to perform all known responsibilities under existing claims and consent orders. In the opinion of management, based on presently available information and the Company's historical experience related to such matters, an adequate provision for probable costs has been made and the ultimate cost resulting from these actions is not expected to materially affect the consolidated results of operations, financial position or cash flows of the Company.

## 16. Reportable Segments

The Company has two reportable segments, Electronic Instruments Group and Electromechanical Group. The Company identifies its operating segments for segment reporting purposes primarily on the basis of product type, production processes, distribution methods and management organizations.

Reportable Segment Financial Information (in thousands):

	Three Months Ended September 30, 2025			
	EMG	EIG	Corporate	Total Consolidated
Net Sales	\$ 646,309	\$ 1,246,332	\$ —	\$ 1,892,641
Cost of sales <sup>(1)</sup>	460,061	746,444	—	1,206,505
Selling expense	22,373	147,451	—	169,824
Segment Operating Income	163,875	352,437	—	516,312
Corporate G&A	—	—	27,932	27,932
Operating Income	163,875	352,437	(27,932)	488,380
Interest expense	—	—	(22,514)	(22,514)
Other (expense) income, net <sup>(2)</sup>	—	—	(17,901)	(17,901)
Income before Income Taxes	<u>\$ 163,875</u>	<u>\$ 352,437</u>	<u>\$ (68,347)</u>	<u>\$ 447,965</u>
Depreciation	14,964	19,409	1,407	35,780
Amortization	18,711	48,587	—	67,298
Total depreciation and amortization	<u>\$ 33,675</u>	<u>\$ 67,996</u>	<u>\$ 1,407</u>	<u>\$ 103,078</u>
Research, Development & Engineering costs <sup>(3)</sup>	\$ 19,995	\$ 74,686	\$ —	\$ 94,681
Assets	\$ 4,837,524	\$ 10,717,580	\$ 627,153	\$ 16,182,257
Capital Expenditures <sup>(4)</sup>	\$ 7,929	\$ 12,984	\$ —	\$ 20,913

(1) Includes \$7.8 million of acquisition-related costs.

(2) Includes \$12.0 million of acquisition-related costs.

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- (3) Included in cost of sales.  
(4) Excludes \$23.1 million of acquired capital expenditures in EIG.

	Three Months Ended September 30, 2024			
	EMG	EIG	Corporate	Total Consolidated
Net Sales	\$ 573,976	\$ 1,134,588	\$ —	\$ 1,708,564
Cost of sales	420,375	672,379	—	1,092,754
Selling expense	22,082	123,246	—	145,328
Segment Operating Income	131,519	338,963	—	470,482
Corporate G&A	—	—	24,631	24,631
Operating Income	131,519	338,963	(24,631)	445,851
Interest expense	—	—	(25,118)	(25,118)
Other (expense) income, net	—	—	(1,888)	(1,888)
Income before Income Taxes	<u>\$ 131,519</u>	<u>\$ 338,963</u>	<u>\$ (51,637)</u>	<u>\$ 418,845</u>
Depreciation	\$ 12,120	\$ 17,123	\$ 1,303	\$ 30,546
Amortization	16,716	43,105	—	59,821
Total depreciation and amortization	<u>\$ 28,836</u>	<u>\$ 60,228</u>	<u>\$ 1,303</u>	<u>\$ 90,367</u>
Research, Development & Engineering costs <sup>(1)</sup>	\$ 17,692	\$ 76,623	\$ —	\$ 94,315
Assets	\$ 4,850,224	\$ 9,384,031	\$ 533,384	\$ 14,767,639
Capital Expenditures	\$ 9,073	\$ 13,622	\$ 3,587	\$ 26,282

- (1) Included in cost of sales.

	Nine Months Ended September 30, 2025			
	EMG	EIG	Corporate	Total Consolidated
Net Sales	\$ 1,853,092	\$ 3,549,576	\$ —	\$ 5,402,668
Cost of sales <sup>(1)</sup>	1,349,981	2,105,662	—	3,455,643
Selling expense	66,630	392,999	—	459,629
Segment Operating Income	436,481	1,050,915	—	1,487,396
Corporate G&A	—	—	82,561	82,561
Operating Income	436,481	1,050,915	(82,561)	1,404,835
Interest expense	—	—	(58,364)	(58,364)
Other (expense) income, net <sup>(2)</sup>	—	—	(22,115)	(22,115)
Income before Income Taxes	<u>\$ 436,481</u>	<u>\$ 1,050,915</u>	<u>\$ (163,040)</u>	<u>\$ 1,324,356</u>
Depreciation	\$ 46,022	\$ 57,296	\$ 4,324	\$ 107,642
Amortization	72,166	137,338	—	209,504
Total depreciation and amortization	<u>\$ 118,188</u>	<u>\$ 194,634</u>	<u>\$ 4,324</u>	<u>\$ 317,146</u>
Research, Development & Engineering costs <sup>(3)</sup>	\$ 62,270	\$ 221,503	\$ —	\$ 283,773
Capital Expenditures <sup>(4)</sup>	\$ 25,286	\$ 34,653	\$ 13,312	\$ 73,251

- (1) Includes \$7.8 million of acquisition-related costs.  
(2) Includes \$12.0 million of acquisition-related costs.  
(3) Included in cost of sales.

**AMETEK, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2025**  
**(Unaudited)**

(4) Excludes \$33.9 million of acquired capital expenditures in EIG.

	Nine Months Ended September 30, 2024			
	EMG	EIG	Corporate	Total Consolidated
Net Sales	\$ 1,734,598	\$ 3,444,980	\$ —	\$ 5,179,578
Cost of sales <sup>(1)</sup>	1,322,180	2,025,680	—	3,347,860
Selling expense	67,106	377,540	—	444,646
Segment Operating Income	345,312	1,041,760	—	1,387,072
Corporate G&A	—	—	76,491	76,491
Operating Income	345,312	1,041,760	(76,491)	1,310,581
Interest expense	—	—	(90,962)	(90,962)
Other (expense) income, net	—	—	(2,435)	(2,435)
Income before Income Taxes	\$ 345,312	\$ 1,041,760	\$ (169,888)	\$ 1,217,184
Depreciation	\$ 44,802	\$ 52,553	\$ 4,338	\$ 101,693
Amortization	55,925	129,431	—	185,356
Total depreciation and amortization	\$ 100,727	\$ 181,984	\$ 4,338	\$ 287,049
Research, Development & Engineering costs <sup>(2)</sup>	\$ 36,864	\$ 153,576	\$ —	\$ 190,440
Capital Expenditures	\$ 27,845	\$ 36,765	\$ 10,740	\$ 75,350

(1) Includes \$29.2 million in EMG for Paragon acquisition-related costs.

(2) Included in cost of sales.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Recent Trends

In recent months, the United States government announced additional tariffs and trade restrictions on goods imported into the U.S. from various nations. The U.S. government is negotiating with several of these nations regarding the tariffs, however, the outcome of these negotiations is still uncertain. Our businesses have been proactive in addressing the potential impacts of tariffs, including targeted pricing initiatives, strategic adjustments to our global supply chains, and leveraging our worldwide manufacturing footprint to localize production and adapt to changing demand patterns. The recent tariff modifications did not materially impact our results for the first nine months of 2025, however, as the situation continues to evolve, we cannot be certain of the outcome, which could adversely impact demand for our products, costs, inflation, customers, suppliers, and the overall global economy. We continue to monitor and analyze the impacts of the tariffs and will continue to implement appropriate actions as necessary to mitigate their effects.

### Results of Operations

For the quarter ended September 30, 2025, the Company posted record sales, operating income, orders, and backlog as well as strong operating margins. Contributions from the acquisitions of Virtek Vision International ("Virtek") in October 2024, Kern Microtechnik ("Kern") in January 2025, and FARO Technologies ("FARO") in July 2025, as well as our Operational Excellence initiatives had a positive impact on the third quarter of 2025 results. In the third quarter of 2025, the Company recorded pre-tax acquisition-related costs related to the FARO acquisition, which are comprised of one-time transaction costs and ongoing integration costs. Integration costs are recorded in Cost of sales and primarily include employee severance, change in control costs, and fair-value inventory adjustments. One-time acquisition-related transaction costs are recorded in Other (expense) income, net and primarily include investment banker fees and representation and warranty insurance costs.

#### *Results of operations for the third quarter of 2025 compared with the third quarter of 2024*

Net sales for the third quarter of 2025 were a record \$1,892.6 million, an increase of \$184.0 million or 10.8%, compared with net sales of \$1,708.6 million for the third quarter of 2024. The increase in net sales for the third quarter of 2025 was due to a 4% increase in organic sales, a 6% increase from acquisitions, as well as a 1% favorable effect of foreign currency translation.

Total international sales for the third quarter of 2025 were \$906.1 million or 47.9% of net sales, an increase of \$92.6 million or 11.4%, compared with international sales of \$813.5 million or 47.6% of net sales for the third quarter of 2024. The increase in international sales was primarily driven by higher demand in Europe and contributions from recent acquisitions, partially offset by lower demand in Asia.

Orders for the third quarter of 2025 were a record \$1,967.8 million, an increase of \$224.4 million or 12.9%, compared with \$1,743.4 million for the third quarter of 2024. The increase in orders for the third quarter of 2025 was due to a 7% increase in organic orders, a 7% increase from acquisitions, partially offset by a 1% unfavorable effect of foreign currency translation. The Company's backlog of unfilled orders at September 30, 2025 was a record \$3,546.3 million, an increase of \$143.1 million or 4.2% compared with \$3,403.2 million at December 31, 2024.

Cost of sales for the third quarter of 2025 was \$1,206.5 million or 63.7% of net sales, an increase of \$113.7 million or 10.4%, compared with \$1,092.8 million or 64.0% of net sales for the third quarter of 2024. The cost of sales increase was primarily due to the net sales increase discussed above.

Segment operating income for the third quarter of 2025 was \$516.3 million, an increase of \$45.8 million or 9.7%, compared with segment operating income of \$470.5 million for the third quarter of 2024. Segment operating margins, as a percentage of net sales, decreased to 27.3% for the third quarter of 2025, compared with 27.5% for the third quarter of 2024. In the third quarter of 2025, segment operating margins were negatively impacted 90 basis points by the dilutive impact of recent acquisitions and 40 basis points from acquisition-related costs, primarily employee severance which includes change in control costs. Excluding the dilutive impact of recent acquisitions and acquisition-related costs, segment operating margins increased 110 basis points compared to the third quarter of 2024 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

Selling, general and administrative expenses for the third quarter of 2025 were \$197.8 million or 10.4% of net sales, an increase of \$27.8 million or 16.4%, compared with \$170.0 million or 9.9% of net sales for the third quarter of 2024. Selling expenses increased primarily due to the net sales increase discussed above. General and administrative expenses for the third quarter of 2025 were \$27.9 million, compared with \$24.6 million for the third quarter of 2024.

Consolidated operating income was a record \$488.4 million or 25.8% of net sales for the third quarter of 2025, an increase of \$42.5 million or 9.5%, compared with \$445.9 million or 26.1% of net sales for the third quarter of 2024. In the third quarter of 2025, operating margins were negatively impacted 80 basis points by the dilutive impact of recent acquisitions and 40 basis points from acquisition-related costs. Excluding the dilutive impact of recent acquisitions and acquisition-related costs, operating margins increased 90 basis points compared to the third quarter of 2024 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

Interest expense for the third quarter of 2025 was \$22.5 million, a decrease of \$2.6 million or 10.4%, compared with \$25.1 million for the third quarter of 2024.

Other expense, net was \$17.9 million for the third quarter of 2025, compared with \$1.9 million of other expense, net for the third quarter of 2024. The third quarter of 2025 includes \$12.0 million of acquisition-related expenses, primarily investment banker fees, compared with the third quarter of 2024.

The effective tax rate for the third quarter of 2025 was 17.1%, compared with 18.8% for the third quarter of 2024. The lower effective tax rate in the third quarter of 2025 primarily reflects the remeasurement of deferred tax liabilities following the enactment of a lower corporate tax rate in Germany.

Net income for the third quarter of 2025 was \$371.4 million, an increase of \$31.2 million or 9.2%, compared with \$340.2 million for the third quarter of 2024.

Diluted earnings per share for the third quarter of 2025 were \$1.60, an increase of \$0.13 or 8.8%, compared with \$1.47 per diluted share for the third quarter of 2024.

### ***Segment Results***

**EIG's** net sales totaled a record \$1,246.3 million for the third quarter of 2025, an increase of \$111.7 million or 9.8%, compared with \$1,134.6 million for the third quarter of 2024. The net sales increase was due to a 9% increase from recent acquisitions, as well as a 1% favorable effect of foreign currency translation.

EIG's operating income was \$352.4 million for the third quarter of 2025, an increase of \$13.4 million or 4.0%, compared with \$339.0 million for the third quarter of 2024. EIG's operating margins were 28.3% of net sales for the third quarter of 2025, compared with 29.9% for the third quarter of 2024. In the third quarter of 2025, EIG's operating margins were negatively impacted 150 basis points by the dilutive impact of recent acquisitions and 60 basis points from acquisition-related expenses. Excluding the dilutive impact of recent acquisitions and acquisition-related expenses, EIG's operating margins increased 50 basis points compared to the third quarter of 2024 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

**EMG's** net sales totaled a record \$646.3 million for the third quarter of 2025, an increase of \$72.3 million or 12.6%, compared with \$574.0 million for the third quarter of 2024. The net sales increase was due to a 12% organic sales increase as well as a 1% favorable effect of foreign currency translation.

EMG's operating income was a record \$163.9 million for the third quarter of 2025, an increase of \$32.4 million or 24.6%, compared with \$131.5 million for the third quarter of 2024. EMG's operating margins were 25.4% of net sales for the third quarter of 2025, compared with 22.9% for the third quarter of 2024. EMG's operating margins increased 250 basis points compared to the third quarter of 2024 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

### ***Results of operations for the first nine months of 2025 compared with the first nine months of 2024***

Net sales for the first nine months of 2025 were \$5,402.7 million, an increase of \$223.1 million or 4.3%, compared with net sales of \$5,179.6 million for the first nine months of 2024. The increase in net sales for the first nine months of 2025 was due to a 3% increase from acquisitions, as well as a 1% organic sales increase.

Total international sales for the first nine months of 2025 were \$2,559.0 million or 47.4% of net sales, an increase of \$132.1 million or 5.4%, compared with international sales of \$2,426.9 million or 46.9% of net sales for the first nine months of 2024. The increase in international sales was primarily driven by contributions from recent acquisitions and increased demand in Europe and the Americas, partially offset by lower demand in Asia.

Orders for the first nine months of 2025 were \$5,545.7 million, an increase of \$462.4 million or 9.1%, compared with \$5,083.3 million for the first nine months of 2024. The increase in orders for the first nine months of 2025 was due to a 4% increase from acquisitions, a 3% organic order increase, as well as a 2% favorable effect of foreign currency translation.

Cost of sales for the first nine months of 2025 was \$3,455.6 million or 64.0% of net sales, an increase of \$107.7 million or 3.2%, compared with \$3,347.9 million or 64.6% of net sales for the first nine months of 2024. The cost of sales increase was primarily due to the net sales increase discussed above.

Segment operating income for the first nine months of 2025 was \$1,487.4 million, an increase of \$100.3 million or 7.2%, compared with segment operating income of \$1,387.1 million for the first nine months of 2024. Segment operating margins, as a percentage of net sales, increased to 27.5% for the first nine months of 2025, compared with 26.8% for the first nine months of 2024. In the first nine months of 2025, segment operating margins were negatively impacted 50 basis points by the dilutive impact of recent acquisitions and 20 basis points from acquisition-related costs. In the first nine months of 2024, segment operating income and operating margins included \$29.2 million of acquisition-related costs related to Paragon, which negatively impacted segment operating margins by 50 basis points. Excluding the dilutive impact of the recent acquisitions, acquisition-related costs, and the Paragon acquisition-related costs, segment operating margins increased 70 basis points compared to the first nine months of 2024, due to the continued benefits from the Company's Operational Excellence initiatives.

Selling, general and administrative expenses for the first nine months of 2025 were \$542.2 million or 10.0% of net sales, an increase of \$21.1 million or 4.0%, compared with \$521.1 million or 10.1% of net sales for the first nine months of 2024. Selling expenses increased primarily due to the net sales increase discussed above. General and administrative expenses for the first nine months of 2025 were \$82.6 million, compared with \$76.5 million for the first nine months of 2024.

Consolidated operating income was \$1,404.8 million or 26.0% of net sales for the first nine months of 2025, an increase of \$94.2 million or 7.2%, compared with \$1,310.6 million or 25.3% of net sales for the first nine months of 2024.

Interest expense for the first nine months of 2025 was \$58.4 million, a decrease of \$32.6 million or 35.8%, compared with \$91.0 million for the first nine months of 2024. Higher borrowings under the revolving credit facility related to the Paragon acquisition resulted in higher interest expense in the first nine months of 2024.

Other expense, net was \$22.1 million for the first nine months of 2025, compared with \$2.4 million of other expense, net for the first nine months of 2024. The first nine months of 2025 includes \$12.0 million of acquisition-related expenses, compared to the first nine months of 2024.

The effective tax rate for the first nine months of 2025 was 18.3%, compared with 18.8% for the first nine months of 2024. The lower effective tax rate in the first nine months of 2025 reflects the remeasurement of deferred tax liabilities following the enactment of a lower corporate tax rate in Germany, partially offset by higher taxes on foreign earnings.

Net income for the first nine months of 2025 was \$1,081.5 million, an increase of \$92.6 million or 9.4%, compared with \$988.9 million for the first nine months of 2024.

Diluted earnings per share for the first nine months of 2025 were \$4.67, an increase of \$0.41 or 9.6%, compared with \$4.26 per diluted share for the first nine months of 2024.

### ***Segment Results***

**EIG's** net sales totaled \$3,549.6 million for the first nine months of 2025, an increase of \$104.6 million or 3.0%, compared with \$3,445.0 million for the first nine months of 2024. The net sales increase was due to a 4% increase from acquisitions and a 1% favorable effect of foreign currency translation, partially offset by a 2% decrease in organic sales.

EIG's operating income was \$1,050.9 million for the first nine months of 2025, an increase of \$9.1 million or 0.9%, compared with \$1,041.8 million for the first nine months of 2024. EIG's operating margins were 29.6% of net sales for the first nine months of 2025, compared with 30.2% for the first nine months of 2024. EIG's operating income was negatively impacted 90 basis points by the dilutive impact of recent acquisitions and 20 basis points for acquisition-related expenses in the first nine months of 2025. Excluding the dilutive impact of recent acquisitions and acquisition-related expenses, EIG's operating margins increased 50 basis points in the first nine months of 2025 compared to the first nine months of 2024 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

EMG's net sales totaled \$1,853.1 million for the first nine months of 2025, an increase of \$118.5 million or 6.8%, compared with \$1,734.6 million for the first nine months of 2024. The net sales increase was due to a 6% organic sales increase and a 1% favorable effect of foreign currency translation.

EMG's operating income was \$436.5 million for the first nine months of 2025, an increase of \$91.2 million or 26.4%, compared with \$345.3 million for the first nine months of 2024. EMG's operating margins were 23.6% of net sales for the first nine months of 2025, compared with 19.9% for the first nine months of 2024. EMG's operating income and operating margins for the first nine months of 2024 included \$29.2 million of acquisition-related costs related to Paragon, which negatively impacted segment operating margins by 170 basis points. Excluding the Paragon acquisition-related costs, segment operating margins increased 200 basis points compared to the first nine months of 2024, due to the sales increase discussed above, as well as to the continued benefits from the Company's Operational Excellence initiatives.

## Financial Condition

### *Liquidity and Capital Resources*

Cash provided by operating activities totaled \$1,217.5 million for the first nine months of 2025, a decrease of \$61.3 million or 4.8%, compared with \$1,278.8 million for the first nine months of 2024. The decrease in cash provided by operating activities for the first nine months of 2025 was primarily due to higher working capital investments, partially offset by higher net income.

Free cash flow (cash flow provided by operating activities less capital expenditures) was \$1,144.2 million for the first nine months of 2025, compared with \$1,203.5 million for the first nine months of 2024. EBITDA (earnings before interest, income taxes, depreciation and amortization) was \$1,696.0 million for the first nine months of 2025, compared with \$1,590.5 million for the first nine months of 2024. Free cash flow and EBITDA are presented because the Company is aware that they are measures used by third parties in evaluating the Company.

Cash used by investing activities totaled \$1,005.8 million for the first nine months of 2025, compared with cash used by investing activities of \$69.5 million for the first nine months of 2024. For the first nine months of 2025, the Company paid \$933.2 million, net of cash acquired, to purchase Kern Microtechnik ("Kern") and FARO Technologies ("FARO"). For the first nine months of 2024, the Company received \$4.2 million from the sale of a facility. Additions to property, plant and equipment totaled \$73.3 million for the first nine months of 2025, compared with \$75.4 million for the first nine months of 2024.

Cash used by financing activities totaled \$176.7 million for the first nine months of 2025, compared with cash used by financing activities of \$1,228.4 million for the first nine months of 2024. At September 30, 2025, total debt, net was \$2,464.2 million, compared with \$2,079.7 million at December 31, 2024. For the first nine months of 2025, total borrowings increased by \$187.7 million compared with a \$998.1 million decrease for the first nine months of 2024. In the third quarter of 2025, the Company paid in full, at maturity, a \$100.0 million in aggregate principal amount of 3.96% senior notes. In the second quarter of 2025, the Company paid in full, at maturity, a \$50.0 million in aggregate principal amount of 3.91% senior notes. At September 30, 2025, the Company had available borrowing capacity of \$1,582.2 million under its revolving credit facility, excluding the \$700 million accordion feature.

The debt-to-capital ratio was 19.0% at September 30, 2025, compared with 17.7% at December 31, 2024. The net debt-to-capital ratio (total debt, net less cash and cash equivalents divided by the sum of net debt and stockholders' equity) was 16.1% at September 30, 2025, compared with 15.0% at December 31, 2024. The net debt-to-capital ratio is presented because the Company is aware that this measure is used by third parties in evaluating the Company.

Additional financing activities for the first nine months of 2025 included cash dividends paid of \$214.4 million, compared with \$194.1 million for the first nine months of 2024. Effective February 7, 2025, the Company's Board of Directors approved an 11% increase in the quarterly cash dividend on the Company's common stock to \$0.31 per common share from \$0.28 per common share. The Company repurchased \$163.6 million of its common stock for the first nine months of 2025, compared with \$68.0 million for the first nine months of 2024. Proceeds from stock option exercises were \$21.6 million for the first nine months of 2025, compared with \$39.7 million for the first nine months of 2024.

As a result of all of the Company's cash flow activities for the first nine months of 2025, cash and cash equivalents at September 30, 2025 totaled \$439.2 million, compared with \$374.0 million at December 31, 2024. At September 30, 2025, the Company had \$341.4 million in cash outside the United States, compared with \$361.5 million at December 31, 2024. The Company utilizes this cash to fund its international operations, as well as to acquire international businesses. The Company is in compliance with all covenants, including financial covenants, for all of its debt agreements. The Company believes it has

sufficient cash-generating capabilities from domestic and unrestricted foreign sources, available credit facilities and access to long-term capital funds to enable it to meet its operating needs and contractual obligations in the foreseeable future.

#### **Critical Accounting Policies**

The Company's critical accounting policies are detailed in Part II, Item 7, Management's Discussion and Analysis of Financial Condition of its Annual Report on Form 10-K for the year ended December 31, 2024. Primary disclosure of the Company's significant accounting policies is also included in Note 1 to the Consolidated Financial Statements included in Part II, Item 8 of its Annual Report on Form 10-K.

#### **Forward-Looking Information**

Information contained in this discussion, other than historical information, is considered "forward-looking statements" and is subject to various factors and uncertainties that may cause actual results to differ significantly from expectations. These factors and uncertainties include risks related to the Company's ability to consummate and successfully integrate future acquisitions; risks associated with international sales and operations, including supply chain disruptions; tariffs, trade disputes and currency conditions; the Company's ability to successfully develop new products, open new facilities or transfer product lines; the price and availability of raw materials; compliance with government regulations, including environmental regulations; changes in the competitive environment or the effects of competition in the Company's markets; the ability to maintain adequate liquidity and financing sources; and general economic conditions affecting the industries the Company serves. A detailed discussion of these and other factors that may affect the Company's future results is contained in AMETEK's filings with the U.S. Securities and Exchange Commission, including its most recent reports on Form 10-K, 10-Q, and 8-K. AMETEK disclaims any intention or obligation to update or revise any forward-looking statements, unless required by the securities laws to do so.

#### **Item 4. Controls and Procedures**

The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information, which is required to be disclosed, is accumulated and communicated to management in a timely manner. Under the supervision and with the participation of our management, including the Company's principal executive officer and principal financial officer, we have evaluated the effectiveness of our system of disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of September 30, 2025. Based on that evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are effective at the reasonable assurance level.

Such evaluation did not identify any change in the Company's internal control over financial reporting during the quarter ended September 30, 2025 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Purchase of equity securities by the issuer and affiliated purchasers.

The following table reflects purchases of AMETEK, Inc. common stock by the Company during the three months ended September 30, 2025:

Period	Total Number of Shares Purchased (1)(2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan
July 1, 2025 to July 31, 2025	—	\$ —	—	\$ 1,242,922,017
August 1, 2025 to August 31, 2025	53,824	186.05	53,824	1,232,907,972
September 1, 2025 to September 30, 2025	750,032	187.31	750,032	1,092,421,787
Total	803,856	\$ 187.22	803,856	

- (1) Represents shares surrendered to the Company to satisfy tax withholding obligations in connection with employees' share-based compensation awards.
- (2) Effective February 7, 2025, the Company's Board of Directors approved a \$1.25 billion share repurchase authorization. This new authorization replaces the previous \$1 billion share repurchase authorization approved in May 2022. Consists of the number of shares purchased pursuant to the Company's Board of Directors \$1.25 billion authorization for the repurchase of its common stock. Such purchases may be effected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion.

### Item 5. Other Information

#### Insider Trading Arrangements and Policies

During the quarter ended September 30, 2025, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**Item 6. Exhibits**

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1*</a>	<a href="#">AMETEK Inc. Deferred Compensation Plan, amended and restated as of January 1, 2026.</a>
<a href="#">31.1*</a>	<a href="#">Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">31.2*</a>	<a href="#">Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">32.1*</a>	<a href="#">Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">32.2*</a>	<a href="#">Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101).

\* Filed electronically herewith.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

AMETEK, Inc.

By: /s/ THOMAS M. MONTGOMERY

Thomas M. Montgomery  
Senior Vice President – Comptroller  
(Principal Accounting Officer)

October 30, 2025

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**AMETEK, INC.  
DEFERRED COMPENSATION PLAN**

**Amended and Restated as of January 1, 2026.**

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## ARTICLE 1. PURPOSE

### 1.01. Purpose.

The AMETEK, Inc. Deferred Compensation Plan (the "Plan"), is intended to provide additional retirement benefits and increased financial security, on a tax-favored basis, to a select group of management and highly compensated employees of AMETEK, Inc. These individuals may defer a portion of their annual base salary and all of their annual incentive bonus under the Plan if their compensation exceeds the compensation limits of section 401(a)(17) of the Code.

### 1.02. Effective Date.

The Plan was previously amended and restated effective June 15, 2018, with respect to amounts that were not deferred or vested (within the meaning of section 409A of the Code), before January 1, 2005, and any earnings on such amounts. The Plan is hereby amended and restated effective January 1, 2026, with respect to Base Salary (as defined below) earned after December 31, 2025, and Bonus Compensation (as defined below) earned after December 31, 2025.

Amounts deferred and vested (within the meaning of section 409A of the Code) before January 1, 2005, and earnings on such amounts are not affected by this amendment and restatement of the Plan—and remain subject to the terms of the October 1, 1999 plan document, as amended from time to time—which are set forth in Appendix A hereto. For recordkeeping purposes, the Company will establish separate bookkeeping accounts for each Participant for amounts deferred and vested before January 1, 2005, and amounts deferred and vested on or after that date.

## ARTICLE 2. DEFINITIONS AND CONSTRUCTION

### 2.01. Definitions.

For the purpose of this Plan, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise.

- (a) **Account.** "Account" or "Accounts" means the hypothetical Retirement Distribution Account and/or In-Service Distribution Account established on the books of the Company pursuant to Section 5.01.
- (b) **Article.** "Article" means an article of this Plan.
- (c) **Base Salary.** "Base Salary" means the following amounts that would be payable to an Eligible Employee except for a deferral election under this Plan: (1) wages as defined in section 3401(a) of the Code and all other payments of compensation to an Eligible Employee by the Company (in the course of the Company's trade or business) for which the Company is required to furnish the Eligible Employee a written statement under sections 6041(d), 6051(a)(3), and 6052 of the Code, (2) amounts deferred at the election of the Employee that would be included in wages if not deferred pursuant to the rules of section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code. Base Salary is determined without regard to any rules under section 3401(a) that would otherwise limit the remuneration included in wages based on the nature or location of the employment or the services performed. Base Salary includes only amounts actually paid to the Employee during the period he or she was a Participant in the Plan during a Plan Year or would have been payable during such period but for the Employee's election to defer amounts under this Plan or in accordance with section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code.

Base Salary does not include the following:

- (1) sign-on bonuses and any performance or nonperformance based bonus payments;
- (2) reimbursements or other expense allowances;
- (3) cash or noncash fringe benefits (other than elective deferrals as described above), including tuition, housing, dependent education, and car allowance;
- (4) moving expenses;
- (5) deferred compensation (other than elective deferrals as described above), including amounts attributable to the grant, exercise, vesting, or payment of stock options, restricted stock, and other stock-based rights;
- (6) amounts credited or paid under any employee welfare benefit plan (other than the elective deferrals described above);
- (7) severance benefits (paid in any form); and
- (8) imputed income with respect to split-dollar life insurance.

- (9) To the extent required by section 414(u)(12) of the Code and guidance issued thereunder, an individual receiving differential wage payments (within the meaning of section 3401(h)(2) of the Code) from the Company on or after January 1, 2009, will be treated as an employee and the differential wage payments will be treated as Compensation.
- (d) **Base Salary Deferral.** "Base Salary Deferral" means that portion of an Eligible Employee's Base Salary earned after December 31, 2025, as to which an Eligible Employee has made an annual irrevocable election to defer receipt until the date specified under the In-Service Distribution Option and/or the Retirement Distribution Option. A Participant may make Base Salary Deferrals in any amount up to a maximum of 50% of such Participant's Base Salary in a Plan Year.
- (e) **Beneficiary.** "Beneficiary" means the person, persons or entity as designated by the Participant, entitled under Article 7 to receive any Plan benefits payable after the Participant's death.
- (f) **Board.** "Board" means the Board of Directors of AMETEK, Inc.
- (g) **Bonus Compensation.** Effective for compensation earned on or after January 1, 2026, "Bonus Compensation" means the portion of an Eligible Employee's compensation consisting of the amount of the incentive to be paid to an Eligible Employee under the Company's annual incentive compensation plan for Plan Years beginning on and after January 1, 2026, to the extent designated by the Committee on election forms supplied by the Committee as eligible for a Bonus Compensation Deferral election. Effective for compensation earned before January 1, 2026, the term "Bonus Compensation" has the meaning set forth in the applicable Plan document.
- (h) **Bonus Compensation Deferral.** "Bonus Compensation Deferral" means that portion of Bonus Compensation as to which an Eligible Employee has made an annual irrevocable election to defer receipt until the date specified under the In-Service Distribution Option and/or the Retirement Distribution Option.
- (i) **Change in Control.** A "Change in Control" shall occur if:
- (1) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires ownership of stock of the Company that, together with the stock held by such Person or group of Persons, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company. However, if such Person or group of Persons is considered to own more than 50 percent of the total fair market value or total voting power of the stock of the Company before this transfer of the Company's stock, the acquisition of additional stock by the same Person or group of Persons shall not be considered to cause a Change in Control of the Company; or
  - (2) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) ownership of stock of the Company possessing 30 percent or more of the total voting power of the

stock of the Company. However, if such Person or group of Persons is considered to own 30 percent or more of the total voting power of the stock of the Company before this acquisition, the acquisition of additional control or stock of the Company by the same Person or group of Persons shall not cause a Change in Control of the Company; or

- (3) A majority of members of the Company's Board is replaced during any 12- month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board before the date of the appointment or election; or
- (4) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) assets from the Company that have a total gross fair market value equal to substantially all but in no event less than 40 percent of the total fair market value of all assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company will not result in a Change in Control under this Section 2.01(g)(4), if the assets are transferred to:
  - (A) A shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;
  - (B) An entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the transfer of assets;
  - (C) A Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding stock of the Company; or
  - (D) An entity, at least 50 percent of the total value or voting power of which is owned directly or indirectly, by a person described in Section 2.01(g)(4)(C), above.

For purposes of this Section 2.01(g), no acquisition, either directly or indirectly, by the Participant, his affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan shall constitute a Change in Control.

For purposes of this Section 2.01(g), the following terms shall have the meanings set forth below:

- (1) "Company" shall mean AMETEK, Inc., except that, if a Participant is employed by a majority-controlled subsidiary of the Company, for purposes

of Sections 2.01(g)(1), 2.01(g)(2), and 2.01(g)(4), "Company" shall mean such subsidiary.

- (2) "Person" shall mean any individual or individuals other than the Participant, his affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan.
- (j) **Code.** "Code" means the Internal Revenue Code of 1986, as amended.
- (k) **Committee.** "Committee" means the Committee appointed by the Board (or its delegee) to administer the Plan pursuant to Article 8.
- (l) **Company.** "Company" means AMETEK, Inc., a Delaware corporation, and any directly or indirectly affiliated subsidiary corporations, any other affiliate designated by the Board, or any successor to the business thereof.
- (m) **Disability.** "Disability" means a medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that (1) renders a Participant unable to engage in any substantial gainful activity or (2) results in a Participant receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company. The Committee shall determine the existence of Disability, in its sole discretion, and may rely on advice from a medical examiner satisfactory to the Committee in making the determination. A Participant will also be considered disabled if he has been determined to be totally disabled by the Social Security Administration. The term "Disability" is intended to comply with section 409A(a)(2)(C) of the Code and shall be interpreted to permit a Participant to take a distribution in any circumstance that would be permitted under section 409A(a)(2)(C) of the Code.
- (n) **Distribution Option.** "Distribution Option" means the two distribution options that are available under the Plan: the Retirement Distribution Option and the In-Service Distribution Option.
- (o) **Eligible Employee.** "Eligible Employee" means an employee of the Company who is designated by the Committee, in its sole discretion, to be eligible to participate in the Plan pursuant to Section 3.01.
- (p) **Investment Funds.** "Investment Funds" means the separate deemed investment funds that a Participant may direct be used as a method to measure the growth of the Participant's Base Salary Deferrals or Bonus Compensation Deferrals, if any, while credited to the Participant's Accounts.
- (q) **In-Service Distribution Account.** "In-Service Distribution Account" means the Account maintained for a Participant to which Base Salary Deferrals or Bonus Compensation Deferrals are credited pursuant to the In-Service Distribution Option.

- (r) **In-Service Distribution Option.** "In-Service Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 6.02.
- (s) **Participant.** "Participant" means an Eligible Employee who has become a Plan participant pursuant to Section 3.01 and is actively participating in the Plan. Such Eligible Employee shall remain a Participant in this Plan until such time as all benefits payable under this Plan have been paid in accordance with the provisions hereof.
- (t) **Plan.** "Plan" means this AMETEK, Inc. Deferred Compensation Plan, as it may be amended from time to time.
- (u) **Plan Year.** "Plan Year" means the 12-month period beginning on each January 1 and ending on the following December 31.
- (v) **Pre-2018 Sub-Account.** A type of Sub-Account described in Section 5.01 that is established and maintained within each Account for all Bonus Compensation Deferrals, if any, made by a Participant before June 15, 2018, and any earnings on such amounts.
- (w) **Retirement.** "Retirement" or "Retires" means a Participant's Separation from Service with the Company (for reasons other than death) at or after attaining age 55 and completing 10 or more Years of Service.
- (x) **Retirement Distribution Account.** "Retirement Distribution Account" means the Account maintained for a Participant to which Base Salary Deferrals or Bonus Compensation Deferrals are credited pursuant to the Retirement Distribution Option.
- (y) **Retirement Distribution Option.** "Retirement Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 6.01.
- (z) **Section.** "Section" means a section of this Plan.
- (aa) **Separation from Service.** "Separates from Service" or "Separation from Service" means separation from service within the meaning of section 409A of the Code.
- (bb) **Sub-Account.** "Sub-Account" means a hypothetical sub-account within a Retirement Distribution Account or In-Service Distribution Account established on the books of the Company pursuant to Section 5.01. A Sub-Account within a Retirement Distribution Account is a "Retirement Distribution Sub-Account," and a Sub-Account within an In-Service Distribution Account is an "In-Service Distribution Sub-Account." Sub-Account includes a Pre-2018 Sub-Account.
- (cc) **Valuation Date.** Effective October 1, 2018, "Valuation Date" means:
- (1) the distribution date if the distribution date is a business day; or
  - (2) the next business day following the distribution date if the distribution date is not a business day (e.g., falls on a weekend or holiday).

From June 15, 2018 through September 30, 2018, "Valuation Date" means the last business day of the calendar month preceding the date of payment, except for Section 6.06, "Valuation Date" means the last business day of the Plan Year preceding the date of payment.

- (dd) **Voting Securities.** "Voting Securities" means the common securities of AMETEK, Inc. that carry the right to vote generally in the election of directors.
- (ee) **Year of Service.** "Year of Service" means the 12-month period following the date that the Participant first performs an hour of service for the Company and each consecutive 12-month period following the anniversary of that date that is completed before the Participant Separates from Service.

**2.02.** Construction.

For purposes of the Plan, unless the contrary is clearly indicated by the context,

- (a) the use of the masculine gender shall also include within its meaning the feminine and vice versa,
- (b) the use of the singular shall also include within its meaning the plural and vice versa, and
- (c) the word "include" shall mean to include without limitation.

## ARTICLE 3. ELIGIBILITY AND PARTICIPATION

### 3.01. Eligibility and Participation.

Eligibility to participate in the Plan shall be limited to that select group of management and/or highly compensated employees of the Company whom the Committee designates as eligible to participate in the Plan. An Eligible Employee shall become a Participant in the Plan when he first makes a Base Salary Deferral or a Bonus Compensation Deferral election pursuant to Article 4.

### 3.02. Change in Employment Status.

If the Committee determines that a Participant's position is no longer at a level that warrants reward through participation in this Plan, but does not terminate the Participant's employment with the Company, (1) the Participant shall not be permitted to make a Base Salary Deferral or Bonus Compensation Deferral election for the Plan Year specified by the Committee and each Plan Year thereafter until the Committee determines that the Participant has again become employed in a position that warrants full participation in the Plan; and (2) the Participant's benefits under this Plan shall be limited to the balance in the Participant's Accounts as of the date so specified by the Committee, which shall be adjusted each subsequent year that the Participant remains an active employee of the Company (and does not again become employed in a position that warrants full participation in the Plan) by the deemed earnings on the Investment Funds elected by the Participant.

If the Committee, in its sole discretion, determines that the Participant no longer qualifies as a member of a select group of management or highly compensated employees, as determined in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Committee may, in its sole discretion, take any action permitted under section 409A of the Code as it deems necessary to preserve the status of the Plan as a "top hat" plan under ERISA.

## ARTICLE 4. ELECTION REQUIREMENTS

### 4.01. Deferral Election Filing Deadlines.

- (a) Except as provided in Sections 4.02 and 4.03, below, an election to defer any part of an Eligible Employee's Base Salary shall be filed with the Committee no later than the last day of the Plan Year preceding the Plan year in which the Base Salary is earned. Except as provided in Sections 4.02 and 4.03 below, an election to defer an amount equal to all or part of an Eligible Employee's Bonus Compensation shall be filed with the Committee at least six months before the end of the Plan Year in which the Bonus Compensation is earned (i.e. by June 30th); provided that, if the Bonus Compensation is not "performance-based compensation" within the meaning of section 409A of the Code, the Bonus Compensation Deferral election shall be filed with the Committee no later than the last day of the Plan Year preceding the Plan Year in which the Bonus Compensation is earned. The election, once filed, shall be irrevocable and shall remain in effect until the end of the Plan Year to which it pertains.
- (b) An election made pursuant to Section 4.01(a) shall be in writing, in a form acceptable to the Committee, and shall specify such information as required by the Committee. The Committee may establish minimum or maximum amounts that may be deferred under this Section 4.01 and may change such standards from time to time.

### 4.02. New Eligible Employees.

The Committee may, in its discretion, permit an employee who first becomes an Eligible Employee after the beginning of a Plan Year to make a Base Salary Deferral or Bonus Compensation Deferral for that Plan Year by filing a completed and fully executed deferral election form, in accordance with Section 4.01(a), within thirty (30) days following the date the employee becomes an Eligible Employee, unless he was previously eligible to participate in another account-based deferred compensation arrangement of the Company. If the Eligible Employee was previously eligible to participate in another account-based deferred compensation arrangement of the Company, the Eligible Employee shall not be permitted to make a Base Salary Deferral or Bonus Compensation Deferral under this Section 4.02 or Section 4.01 for the Plan Year in which he is hired but shall be permitted to make a Base Salary Deferral or Bonus Compensation Deferral pursuant to Section 4.01 for the Plan Year after the Plan Year in which he is hired and each subsequent Plan Year. Any Base Salary Deferral or Bonus Compensation Deferral made under this Section 4.02 shall apply only to Base Salary or Bonus Compensation earned for services performed after the election is made.

### 4.03. 2005 Plan Year Re-Deferral Election.

For the 2005 Plan Year, an Eligible Employee may file the requisite deferral election form by March 15, 2005, to defer Bonus Compensation actually or constructively received during the 2005 Plan Year after the date the election is filed.

## **ARTICLE 5. ACCOUNTS**

### **5.01. Accounts and Sub-Accounts.**

The Committee shall establish and maintain separate Accounts and Sub-Accounts with respect to each Participant. There are two types of Accounts: a Retirement Distribution Account and/or an In-Service Distribution Account. Each Account consists of one or more Sub-Accounts. A new Sub-Account shall be established under an Account for each Bonus Compensation Deferral that is made on or after June 15, 2018 and for each Base Salary Deferral. Effective June 15, 2018, a Pre-2018 Sub-Account shall be established and maintained within each Account for all Bonus Compensation Deferrals, if any, made before June 15, 2018, and earnings on those amounts.

The amount of the Base Salary Deferral or Bonus Compensation Deferral pursuant to Sections 4.01, 4.02, or 4.03 shall be credited by the Company to the Participant's Sub- Accounts on the day such Base Salary or Bonus Compensation would otherwise have been paid, in accordance with the Distribution Options elected by the Participant on his deferral election form. The Participant's Accounts (and Sub-Accounts) shall be reduced by the amount of payments made by the Company to the Participant or the Participant's Beneficiary pursuant to this Plan and shall be adjusted to reflect investment gains and losses.

### **5.02. Amounts Allocated to Accounts.**

An Eligible Employee shall allocate his Base Salary Deferrals or Bonus Compensation Deferrals between the Distribution Options; provided, however that 100% of such Deferrals may be allocated to one or the other of the Distribution Options.

### **5.03. Earnings on Accounts.**

A Participant's Accounts shall be credited with earnings from time to time in accordance with the deemed earnings on Investment Funds elected by the Participant. Participants may allocate their Retirement Distribution Account and their In-Service Distribution Account among the Investment Funds available under the Plan in increments and at times specified by the Committee. The deemed rate of return, positive or negative, credited under each Investment Fund is based upon the actual investment performance of the applicable Investment Funds . The Company reserves the right, on a prospective basis, to add or delete Investment Funds.

### **5.04. Vesting of Accounts.**

A Participant's Accounts shall be 100% vested at all times.

### **5.05. No Actual Investment.**

Notwithstanding that the returns credited to Participants' Accounts are based upon the actual performance of the corresponding deemed Investment Funds selected by a Participant, the Company shall not be obligated to invest any Base Salary Deferrals or

Bonus Compensation Deferrals by Participants under this Plan and the Participant shall have no interest in any amounts that are actually invested to pay benefits under this Plan.

**5.06. Statement of Accounts.**

The Committee shall provide to each Participant, not less frequently than annually, a statement in such form as the Committee deems desirable setting forth the balance standing to the credit of each Participant in each of his Accounts.

**5.07. Distributions from Sub-Accounts.**

Any distribution made to or on behalf of a Participant from one or more of the Participant's Sub-Accounts in an amount that is less than the entire balance of any such Sub-Account shall be made pro rata from each of the Investment Funds to which such Sub-Account is then allocated except, and only to the extent, that the Participant (or Beneficiary, if applicable) elects, before the scheduled distribution date, to receive a distribution in shares of Voting Securities, up to the value of the amount to be distributed. Distributions shall be in the form of cash, except that a Participant may elect to receive deemed investments in Voting Securities (including deemed investments in the AMETEK Fund) in shares of Voting Securities.

## ARTICLE 6. PAYMENT OF PLAN BENEFITS

### 6.01. Payments from the Retirement Distribution Account.

Except as provided in Sections 6.03, 6.04, 6.05, and 6.06, benefits under the Retirement Distribution Option shall be paid to a Participant as follows:

- (a) **General.** Unless otherwise elected pursuant to Section 6.01(b) or modified pursuant to Section 6.01(c), a Participant who Retires shall receive his Retirement Distribution Account in the form of a lump sum on the later of (1) the January 31 following the Participant's Retirement or (2) the first day of the seventh month following the Participant's Retirement.
- (b) **Distribution Election.** A Participant may elect a form or time of payment other than those provided in Section 6.01(a) for a Retirement Distribution Sub-Account, other than a Pre-2018 Sub-Account, by filing a distribution election form for the Retirement Distribution Sub-Account with the Committee at the same time he makes a Base Salary Deferral or Bonus Compensation Deferral under the Plan to the Retirement Distribution Sub-Account. The distribution election for any Pre- 2018 Sub-Account of a Retirement Distribution Account is the distribution election on file for the Sub-Account as of June 15, 2018. The distribution election shall determine the time and manner of the distribution from the Participant's Retirement Distribution Sub-Account under this Section 6.01 if the Participant Retires, unless the election is modified pursuant to Section 6.01(c).
  - (1) **Optional Forms of Distribution.** A Participant who does not wish to receive a Retirement Distribution Sub-Account in the form of a lump sum may elect to receive the Retirement Distribution Sub-Account in the form of up to fifteen (15) annual installments.
  - (2) **Optional Times for Distribution.** A Participant who does not wish to receive a Retirement Distribution Sub-Account as provided in Section 6.01(a) may elect for distribution of the Retirement Distribution Sub-Account to commence on one of the following: (A) January 31 of the second, third, fourth or fifth Plan Year following the Participant's Retirement or (B) the latest of (i) January 31 of the Plan Year following the Participant's Retirement, (ii) January 31 of the Plan Year following the year in which the Participant becomes age 65, or (iii) the first day of the seventh month after the Participant's Retirement.
- (c) **Modification of Distribution Election.** After making his initial distribution election pursuant to Section 6.01(b) or making a Base Salary Deferral or Bonus Compensation Deferral that is subject to the default distribution rule set forth in Section 6.01(a), a Participant may file an election with the Committee, in a form satisfactory to the Committee, to modify the payment date or to specify that a Retirement Distribution Sub-Account be paid in installments rather than a lump sum or in a greater number of annual installments (but not more than fifteen (15) annual installments); provided, however, that such election:
  - (1) is filed with the Committee at least twelve (12) months prior to the date of the first scheduled payment;

- (2) is not effective until at least twelve (12) months after the date on which the election is made;
- (3) defers the lump sum payment or the first installment payment with respect to which such election is made for a period of not less than five (5) years from the date such payment would have otherwise been made;
- (4) does not accelerate payment of the Retirement Distribution Sub-Account; and
- (5) does not request more than fifteen (15) annual installments.

**(d) Amount of Payments.**

- (1) Lump sum payment. Any lump-sum benefit payable from a Retirement Distribution Sub-Account in accordance with this Section 6.01 shall be paid in an amount equal to the value of the Retirement Distribution Sub-Account as of the Valuation Date.
- (2) Installment Payments. If annual installments are elected for a Retirement Distribution Sub-Account in accordance with this Section 6.01, the amount of the first annual installment payment shall equal (A) the value of the Retirement Distribution Sub-Account as of the Valuation Date, divided by (B) the number of annual installment payments elected by the Participant. The remaining annual installments shall be paid on January 31 of each succeeding Plan Year in an amount equal to (C) the value of the Retirement Distribution Sub-Account as of the Valuation Date divided by (D) the number of installments remaining.

- (e) Benefits Upon Separation from Service.** Any Retirement Distribution Sub- Account of a Participant who Separates from Service (other than by reason of the Participant's death or Retirement) before the date on which the Retirement Distribution Sub-Account would otherwise be distributed shall be distributed in a lump sum on the later of (1) the January 31 following the Participant's Separation from Service or (2) the first day of the seventh month after the Participant's Separation from Service.

**6.02. Payments from the In-Service Distribution Account.**

Except as provided in Sections 6.03, 6.04, 6.05, and 6.06, benefits under the In-Service Distribution Option shall be paid to a Participant as follows:

- (a) **General.** Except as provided in Section 6.02(e), otherwise elected pursuant to Section 6.02(b), or otherwise modified in accordance with Section 6.02(c), a Participant's In-Service Distribution Sub-Account shall be paid in a lump sum on the date that occurs two years after the Participant elects to allocate a portion of his Base Salary Deferral or Bonus Compensation Deferral to the In-Service Distribution Sub-Account.
- (b) **Distribution Election.** A Participant may elect a form or time of payment other than those provided in Section 6.02(a) for an In-Service Distribution Sub-Account

by filing a distribution election form for the In-Service Distribution Sub-Account with the Committee at the same time that he makes a Base Salary Deferral or Bonus Compensation Deferral to the In-Service Distribution Sub-Account. Except as provided in Section 6.02(e), this distribution election shall determine the time and manner of the distribution from the Participant's In-Service Distribution Sub- Account unless the election is modified pursuant to Section 6.02(c).

- (1) Optional Forms of Distribution. A Participant who does not wish to receive an In-Service Distribution Sub-Account in the form of a lump sum may elect to receive the In-Service Distribution Sub-Account in the form of up to fifteen (15) annual installments.
- (2) Optional Times for Distribution. A Participant who does not wish to receive an In-Service Distribution Sub-Account as provided in Section 6.02(a) may elect for distribution of the In-Service Distribution Sub-Account to commence on any specified future date occurring no earlier than January 1 of the Plan Year following the first anniversary of the Base Salary Deferral or Bonus Compensation Deferral related to the Sub-Account.

(c) **Modification of Distribution Election**. After making his initial distribution election pursuant to Section 6.02(b) or making a Base Salary Deferral or Bonus Compensation Deferral that is subject to the default distribution rule set forth in Section 6.02(a), a Participant may file an election with the Committee, in a form satisfactory to the Committee, to modify the payment date or to specify that his In- Service Distribution Account be paid in installments rather than a lump sum or in a greater number of annual installments (but not more than fifteen (15) annual installments); provided, however, that such election:

- (1) is filed with the Committee at least twelve (12) months prior to the date of the first scheduled payment;
- (2) is not effective until at least twelve (12) months after the date on which the election is made;
- (3) defers the lump sum payment or the first installment payment with respect to which such election is made for a period of not less than five (5) years from the date such payment would have otherwise been made;
- (4) does not accelerate payment of the In-Service Distribution Account; and
- (5) does not request more than fifteen (15) annual installments.

(d) **Amount of Payments**.

- (1) Lump Sum. Any lump-sum amount payable from an In-Service Distribution Sub-Account in accordance with this Section 6.02 shall be paid in an amount equal to the value of the In-Service Distribution Sub-Account as of the Valuation Date.
- (2) Installment Payments. If annual installment payments are elected for an In- Service Distribution Sub-Account in accordance with this Section 6.02, the

first annual installment payment shall equal (A) the value of the In-Service Distribution Sub-Account as of the Valuation Date, divided by (B) the

number of annual installment payments elected by the Participant. The remaining annual installments shall be paid on January 31 of each succeeding Plan Year in an amount equal to (A) the value of the In-Service Distribution Sub-Account as of the Valuation Date divided by (B) the number of installments remaining.

- (e) **Benefits Upon Separation from Service.** If a Participant Separates from Service prior to the date on which an In-Service Distribution Sub-Account would otherwise be distributed, other than by reason of his death, any amounts credited to the In-Service Distribution Sub-Account shall be distributed in a lump sum on the later of (1) January 31 following the Participant's Separation from Service or (2) the first day of the seventh month after the Participant's Separation from Service.

### **6.03. Payments Upon Death of Participant.**

- (a) **Death of Participant Before the Commencement of Benefits.**

If a Participant dies before he begins to receive his benefits from one or more Sub-Accounts in accordance with Section 6.01 or 6.02, the sum of benefits due from all such Sub-Accounts shall be paid to the Participant's Beneficiary in a single lump sum on the first day of the month following the Participant's death, in lieu of any benefits otherwise payable under the Plan to or on behalf of such Participant. The amount of any lump sum benefit payable in accordance with this Section 6.03 shall equal the value of such Sub-Accounts as of the Valuation Date.

- (b) **Death of Participant After Benefits Have Commenced.**

If a Participant dies after annual installments payable under Section 6.01 or 6.02 from a Sub-Account has commenced, but before the entire balance of any such Sub-Account has been paid, any remaining installments shall be paid in lump sum on the first day of the month following the Participant's death. If installments remain to be paid from more than one Sub-Account, a single lump sum payment will be made on the first day of the month following the Participant's death equal to the sum of the remaining installments for all such Sub-Accounts.

### **6.04. Payments in the Event of an Emergency.**

- (a) **Eligibility for Emergency Benefit.**

If the Committee, in its sole discretion, determines, upon written request of a Participant, that the Participant has suffered an unforeseeable financial emergency (within the meaning of section 409A of the Code), the Company shall pay to the Participant from the Participant's Accounts, within thirty (30) days following such determination, an amount necessary to meet the emergency, after deduction of any and all taxes as may be required pursuant to Section 6.08 (the "Emergency Benefit"). For purposes of this Plan, an unforeseeable financial emergency is an unexpected need for cash arising from an illness or accident of the Participant, the Participant's spouse or dependent; loss of the Participant's property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as

a result of events beyond the control of the Participant. It is intended that the Committee's determination as to whether a Participant has suffered an "unforeseeable financial emergency" shall be made consistent with the requirements under section 409(A) of the Code. Cash needs arising from foreseeable events such as the purchase of a house or education expenses for children shall not be considered to be the result of an unforeseeable financial emergency.

**(b) Source of Payment.**

Emergency Benefits shall be paid first from the Participant's In-Service Distribution Account, if any, to the extent the balance of such In-Service Distribution Account is sufficient to meet the emergency. If the distribution exhausts the In-Service Distribution Account, the Retirement Distribution Account may be accessed.

Emergency Benefits shall be paid from the Sub-Accounts within each Account in sequential order based on distribution date starting with the Sub-Account with the earliest distribution date. With respect to that portion of any Account that is distributed to a Participant as an Emergency Benefit in accordance with this Section 6.04, no further benefit shall be payable to the Participant under this Plan.

**(c) Restriction on Deferrals.**

Notwithstanding anything in this Plan to the contrary and to the extent permitted by section 409A of the Code, a Participant who receives an Emergency Benefit in any Plan Year shall not be entitled to make a Base Salary Deferral or Bonus Compensation Deferral for such Plan Year.

**6.05. Payments Upon Disability of Participant.**

If a Participant becomes disabled before he begins to receive his benefits in accordance with Section 6.01 or 6.02, benefits shall be paid to the Participant in a lump sum within thirty (30) days after the Committee finds, in its sole discretion, that the Participant has a Disability.

**6.06. Payments Upon a Change in Control.**

If there is a Change in Control, a Participant will receive the full amount credited to all Pre- 2018 Sub-Accounts within the Participant's Retirement Distribution Account and In-Service Distribution Account in a lump sum. Any lump-sum benefit payable in accordance with this paragraph shall be paid in, but not later than January 31 of, the Plan Year following the Plan Year in which such Change in Control occurs, in an amount equal to the value of such Retirement Distribution Account and In-Service Distribution Account as of the Valuation Date.

**6.07. Administrative Acceleration or Delay of Payment.**

A payment is treated as being made on the date when it is due under the Plan if the payment is made (a) no earlier than thirty (30) days before the due date specified by the Plan or (b) on a date no later than the due date specified by the Plan that is either (1) in the same Plan Year (for a payment whose specified due date is on or before September

30) or (2) by the fifteenth (15th) day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1).

**6.08. Withholding.**

The Company shall withhold from any payment made pursuant to this Plan any taxes the Company reasonably believes are required to be withheld from such payments under local, state, or federal law. Unless otherwise determined by the Company, withholding obligations on Voting Securities shall be settled with Voting Securities, including Voting Securities that are part of a distribution that gives rise to the withholding obligation.

**6.09. Payment to Guardian.**

If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of the property, the Committee may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Committee and Company from all liability with respect to such benefit.

**6.10. Effect of Payment.**

The full payment of the applicable benefit under this Article 6 shall completely discharge all obligations on the part of the Company to the Participant (and the Participant's Beneficiary) with respect to the operation of this Plan, and the Participant's (and Participant's Beneficiary's) rights under this Plan shall terminate.

## ARTICLE 7. BENEFICIARY DESIGNATION

### 7.01. Beneficiary Designation.

Each Participant shall have the right, at any time, to designate one (1) or more persons or entities as Beneficiary (both primary and secondary) to whom benefits under this Plan shall be paid in the event of the Participant's death prior to complete distribution of the Participant's Account. Each Beneficiary designation shall be in a written form prescribed by the Committee and shall be effective only if filed with the Committee during the Participant's lifetime.

### 7.02. Changing Beneficiary.

Any Beneficiary designation may be changed without the consent of the previously named Beneficiary by the filing of a new Beneficiary designation with the Committee.

### 7.03. No Beneficiary Designation.

If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the person in the first of the following classes in which there is a survivor:

- (a) the Participant's surviving spouse;
- (b) the Participant's children in equal shares, except that if any of the children predeceases the Participant but leaves surviving issue, then such issue shall take by right of representation the share the deceased child would have taken if living; or
- (c) the Participant's estate.

### 7.04. Effect of Payment.

Payment to the Beneficiary shall completely discharge the Company's obligations under this Plan.

## **ARTICLE 8. ADMINISTRATION OF THE PLAN**

### **8.01. Committee Duties.**

This Plan shall be administered by the Committee, which shall consist of not less than three (3) persons, who may also be Participants in this Plan, and are named as the initial Committee in this Plan or as subsequently appointed by the Board or its delegee, except in the event of a Change in Control as provided in Section 8.05 below. The Committee shall have the full discretionary authority to (a) make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as they may arise in such administration, and (b) establish and maintain an investment policy for the Plan, select appropriate Investment Funds to implement the investment policy, monitor the performance of such Investment Funds, and change the selection of Investment Funds from time to time in a manner consistent with the objectives of the investment policy. A Committee member who is also a Participant in this Plan shall be prohibited from voting on any matter which may, in the opinion of the balance of the Committee, directly affect the Committee member's individual rights or benefits under this Plan. A majority vote of the Committee members permitted to vote shall control any decision.

### **8.02. Agents.**

The Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

### **8.03. Binding Effect of Decisions.**

The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final, conclusive and binding upon all persons having any interest in the Plan.

### **8.04. Indemnity of Committee.**

The Company shall indemnify and hold harmless each member of the Committee from any and all claims, losses, damages, expenses (including counsel fees) and liability (including any amounts paid in settlement of any claim or any other matter with the consent of the Board) arising from any act or omission of such member, except when the same is due to gross negligence or willful misconduct.

### **8.05. Election of Committee After Change in Control.**

After a Change in Control, vacancies on the Committee shall be filled by majority vote of the remaining Committee members and Committee members may be removed only by such a vote. If no Committee members remain, a new Committee shall be elected by majority vote of the Participants in the Plan immediately preceding such Change in Control. No amendment shall be made to Article 8 or other Plan provisions regarding Committee authority with respect to the Plan without prior approval by the Committee.

## **ARTICLE 9. CLAIMS PROCEDURE**

### **9.01. Claim.**

Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan (hereinafter referred to as "Claimant"), or requesting information under the Plan shall present the request in writing to the Corporate Human Resources Department, which shall respond in writing as soon as practical, but not later than ninety (90) days after receipt of the claim; unless the Corporate Human Resources Department notifies the Claimant that special circumstances require an additional period of time (not to exceed 90 days) to review the claim properly.

### **9.02. Denial of Claim.**

If the claim or request is denied, the written notice of denial shall state:

- (a) the reasons for denial, with specific reference to the Plan provisions on which the denial is based;
- (b) a description of any additional material or information required and an explanation of why it is necessary; and
- (c) an explanation of the Plan's claim review procedure, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA if the claim denial is denied (in whole or in part) on appeal.

### **9.03. Review of Claim**

Any Claimant whose claim or request is denied or who has not received a response within the time limits set forth above may request a review by notice given in writing to the Committee. Such request must be made within sixty (60) days after receipt by the Claimant of the written notice of denial, or, in the event Claimant has not received a timely response, within 60 days after the date the Corporate Human Resources Department was required to respond to the claim under Section 9.01. The claim or request shall be reviewed by the Committee which may, but shall not be required to, grant the Claimant a hearing. On review, the claimant may have representation, examine pertinent documents, and submit issues and comments in writing.

### **9.04. Final Decision.**

The decision on review shall normally be made within sixty (60) days after the Committee's receipt of claimant's claim or request. If an extension of time is required for a hearing or other special circumstances, the Claimant shall be notified and the time limit shall be one hundred twenty (120) days. The decision shall be in writing and shall state the reasons and the relevant Plan provisions. All decisions on review shall be final and bind all parties concerned.

### **9.05. Claims for Disability Benefits.**

To the extent required by law, the Committee shall develop alternative claims procedures that shall apply with respect to claims for Disability benefits.

## **ARTICLE 10. AMENDMENT AND TERMINATION OF PLAN**

The Plan may be amended, suspended, discontinued or terminated at any time by the Board; provided, however, that no such amendment, suspension, discontinuance or termination shall reduce or in any manner adversely affect the rights of any Participant with respect to benefits that are payable or may become payable under the Plan based upon the balance of the Participant's Retirement Account and In-Service Distribution Account as of the effective date of such amendment, suspension, discontinuance or termination.

## ARTICLE 11. MISCELLANEOUS

### 11.01. Hypothetical Accounts.

Each account, sub-account and investment established under the Plan shall be hypothetical in nature and shall be maintained for bookkeeping purposes only. The accounts and sub-accounts established under the Plan shall hold no actual funds or assets. Any liability of the Company to any Participant, former Participant, or Beneficiary with respect to a right to payment shall be based solely upon contractual obligations created by the Plan. Neither the Company, the Board, nor any other person shall be deemed to be a trustee of any amounts to be paid under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between or among the Company, a Participant, or any other person.

### 11.02. Company Obligation.

The Company shall not be required to fund any obligations under the Plan. Except as provided in Section 11.03, any assets that may be accumulated by the Company to meet its obligations under the Plan shall for all purposes be part of the general assets of the Company. To the extent that any Participant or Beneficiary acquires a right to receive payments under the Plan for which the Company is liable, such rights shall be no greater than the rights of any unsecured general creditor of the Company.

### 11.03. Trust Fund.

The Company shall be responsible for the payment of all benefits provided under the Plan. Before a Change in Control, at its discretion, the Company may establish one (1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits. Following a Change in Control, the Company shall establish one

(1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits, including for the purpose of paying any such benefits that are not required to be paid immediately following a Change in Control in accordance with Section 6.06. If, as a result of a Change in Control, Voting Securities will no longer exist, the Committee may, in its sole discretion, allocate the value of each Participant's Voting Securities to an Investment Fund. Although such a trust may be irrevocable, its assets shall be held for payment of all Company's general creditors in the event of insolvency. To the extent any benefits provided under the Plan are paid from any such trust, Company shall have no further obligation to pay them. If not paid from the trust, such benefits shall remain the obligation of Company. No assets of the trust or the Company shall become restricted to provide benefits under the Plan in connection with a change in the Company's financial health.

### 11.04. Nonassignability.

Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgements, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by

operation of law in the event of a Participant's or any other person's bankruptcy or insolvency, except that the Committee may recognize a domestic relations order in accordance with procedures that it may establish for this purpose. Notwithstanding anything in the Plan to the contrary, and subject to applicable law, all amounts payable under this Plan shall be subject to offset for any amounts owed by the Participant to the Company, consistent with the requirements of Section 409A of the Code.

**11.05. Not a Contract of Employment.**

This Plan shall not constitute a contract of employment between Company and the Participant. Nothing in this Plan shall give a Participant the right to be retained in the service of Company or to interfere with the right of the Company to discipline or discharge a Participant at any time.

**11.06. Protective Provisions.**

A Participant will cooperate with Company by furnishing any and all information requested by Company, in order to facilitate the payment of benefits hereunder, and by taking such other action as may be requested by Company.

**11.07. Governing Law.**

The Plan shall be construed and enforced in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania (without regard to the legislative or judicial conflict of laws rules of any state or other jurisdiction).

**11.08. Severability.**

If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan. In addition, if any provision of the Plan shall be found to violate section 409A of the Code or otherwise result in benefits under the Plan being subject to income tax prior to distribution, such provision shall be void and unenforceable, and the Plan shall be administered without regard to such provision.

**11.09. Headings.**

Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

**11.10. Notice.**

Any notice required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered mail, certified mail, or reputable overnight delivery service. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail or overnight delivery, as of the date shown on the postmark on the receipt for registration or certification or on the records of the overnight delivery company. Mailed notice to the

Committee shall be directed to the Company's address. Mailed notice to a Participant or Beneficiary shall be directed to the individual's last known address in Company's records.

**11.11. Successors.**

The provisions of this Plan shall bind the Company and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Company, and successors of any such corporation or other business entity.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Company, AMETEK, Inc. has executed the same this 29th day of October, 2025.

**AMETEK, INC.**

BY: /s/ RONALD J. OSCHER  
Ronald J. Oscher

DATE: 10/29/2025

**ATTEST**

BY: /s/ LYNN CARINO  
Assistant Secretary  
Lynn Carino

## APPENDIX A

The following Plan provisions apply only to amounts earned and vested (within the meaning of Section 409A of the Code) before January 1, 2005, and any earnings on such amounts ("Grandfathered Amounts"). Amounts earned and vested after December 31, 2004, and any earnings thereon, are subject to the provisions of the Plan as amended and restated, effective January 1, 2005, or any subsequent amendment and restatement of the Plan.

The purpose of this Appendix A is to preserve the terms of the Plan that govern Grandfathered Amounts, and to prevent the Grandfathered Amounts from becoming subject to Section 409A of the Code. No amendment to this Appendix A that would constitute a "material modification" for purposes of Section 409A shall be effective unless the amending instrument specifically provides that it is intended to materially modify this Appendix A and to cause the Grandfathered Amounts to become subject to Section 409A of the Code.

Although this Appendix A is intended to prevent the Grandfathered Amounts from being subject to Section 409A, neither the Company nor any Employer (nor any representative of the Company) shall be liable for any adverse tax consequence suffered by a Participant or Beneficiary if a Grandfathered Amount becomes subject to Section 409A.

### AMETEK, Inc.

#### Deferred Compensation Plan Effective October 1, 1999

##### ARTICLE 1 PURPOSE

In recognition of the services provided by certain key employees, the Board of Directors of AMETEK, Inc. hereby adopts the AMETEK, Inc Deferred Compensation Plan (the "Plan") to make additional retirement benefits and increased financial security, on a tax-favored basis, available to those individuals, effective October 1, 1999.

##### ARTICLE 2 DEFINITIONS

Affiliate. "Affiliate" means any firm, partnership, or corporation that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with AMETEK. "Affiliate" also includes any other organization similarly related to the Company that is designated as such by the Board.

AMETEK. "AMETEK" means AMETEK, Inc.

Beneficiary. "Beneficiary" means the person or persons designated as such in accordance with Section 12.3.

Board. "Board" means the Board of Directors of AMETEK.

Bonus Compensation. "Bonus Compensation" means the portion of an Eligible Employee's Compensation consisting of the amount of the incentive to be paid to an Eligible Employee under the Company's incentive compensation plan for a Plan Year which does not include any bonus paid to an Eligible Employee and characterized by the Company as a "sign on bonus" or other "non-recurring incentive bonus."

Bonus Compensation Deferral. "Bonus Compensation Deferral" means that portion of Bonus Compensation as to which an Eligible Employee has made an annual irrevocable election to defer receipt until the date specified under the In-Service Distribution Option and/or the Retirement Distribution Option.

Change of Control. "Change of Control" means:

1. Any person (except the Participant, the Participant's affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan), together with all affiliates and associates of such person, becomes the beneficial owner, directly or indirectly, in the aggregate of 20% or more of the value of the outstanding equity or combined voting power of the then outstanding Voting Securities; or

2. The stockholders of AMETEK approve a merger or consolidation the result of which is that the stockholders of AMETEK do not own or control at least 50% or more of the value of the outstanding equity or combined voting power of the then outstanding Voting Securities, or there occurs a sale or other disposition of all or substantially all of AMETEK's assets or a plan of liquidation is approved; provided, however, that an internal reorganization, even if the employment of the Participant is transferred to another company, shall not constitute a "Change of Control" if the stockholders of AMETEK own or control, directly or indirectly, at least 50% or more of the value of the outstanding equity or combined voting power of the then outstanding voting securities of the new company entitled to vote generally in the election of directors of that company.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

Committee. "Committee" means the persons appointed by the Board to administer the Plan and which also may act for the Company or the Board in making decisions and performing specified duties under the Plan.

Company. "Company" means AMETEK and any Affiliate which is authorized by the Board to adopt the Plan and cover its Eligible Employees and whose designation as such has become effective upon acceptance of such status by the board of directors of the Affiliate. An Affiliate may revoke its acceptance of such designation at any time, but until such acceptance has been revoked, all the provisions of the Plan and amendments thereto shall apply to the Eligible Employees of the Affiliate. In the event the designation is revoked by the board of directors of an Affiliate, the Plan shall be deemed terminated only with respect to such Affiliate.

Compensation. "Compensation" shall mean Bonus Compensation earned in a Plan Year plus the total remuneration paid to the Eligible Employee for the Plan Year in which the Bonus Compensation is earned, in excess of the compensation limit of section 401(a)(17) of the Code, as in effect from time to time (\$160,000 on the Effective Date).

Disabled. "Disabled" means a mental or physical condition which would qualify a Participant for benefits under the AMETEK Long Term Disability Plan if he or she were a participant in that plan.

Distribution Option. "Distribution Option" means the two distribution options which are available under the Plan, consisting of the Retirement Distribution Option and the In-Service Distribution Option.

Distribution Option Account. "Distribution Option Account" or "Accounts" means, with respect to a Participant, the Retirement Distribution Account and/or the In-Service Distribution Account established on the books of account of the Company, pursuant to Section 5.1.

Earnings Crediting Options. "Earnings Crediting Options" means the deemed Investment Funds that may be selected by the Participant from time to time pursuant to which deemed earnings are credited to the Participant's Distribution Option Accounts.

Effective Date. "Effective Date" means the effective date of the Plan which is October 1, 1999.

Eligible Employee. "Eligible Employee" means an Employee who (i) the Committee determines is scheduled, in the next Plan Year, to have Compensation, and (ii) is designated by the Committee, acting on behalf of the Company, as eligible to participate in the Plan.

Employee. "Employee" means any individual employed by the Company on a regular, full-time basis (in accordance with the personnel policies and practices of the Company), including citizens of the United States employed outside of their home country and resident aliens employed in the United States; provided, however, that to qualify as an "Employee" for purposes of the Plan, the individual must be a member of a group of "key management or other highly compensated employees" within the meaning of Sections 201, 301 and 401 of the Employee Retirement Income Security Act of 1974, as amended.

Enrollment Agreement. "Enrollment Agreement" means the authorization form which an Eligible Employee files with the Committee to participate in the Plan.

Investment Funds. "Investment Funds" means the separate deemed investments which a Participant may direct be used to value the growth of the Participant's Bonus Compensation Deferrals while credited to the Participant's Accounts. On the Effective Date through September 28, 2018 there shall be two Investment Funds. One Investment Fund shall be the "AMETEK Fund" consisting of deemed investments in whole and fractional shares of Voting Securities based on the average closing price of the shares on the principal exchange on which the shares are traded for the last 10 trading days of the month preceding the deemed investment. Deemed dividends on the shares allocated to the AMETEK Fund shall be credited to the Fund during a Plan Year when dividends are actually paid on shares of Voting Securities and shall be deemed to be invested in additional shares of Voting Securities on the last business day of such Plan Year based on the closing price of the shares on the principal exchange on which the shares are traded for the first 10 trading days of December preceding the deemed investment. The second Investment Fund shall be the "Interest Fund" which shall be deemed to earn compound interest on principal at one and one-half percent higher than the 10-year Treasury Note rate as set forth in The Wall Street Journal as of the first business day of each calendar quarter.

In-Service Distribution Account. "In-Service Distribution Account" means the Account maintained for a Participant to which Bonus Compensation Deferrals are credited pursuant to the

In-Service Distribution Option.

In-Service Distribution Option. "In-Service Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 7.2.

Participant. "Participant" means an Eligible Employee who has filed a completed and executed Enrollment Agreement with the Committee or its designee and is participating in the Plan in accordance with the provisions of Article 4. In the event of the death or incompetency of a Participant, the term shall mean the Participant's personal representative or guardian. An individual shall remain a Participant until that individual has received full distribution of any amount credited to the Participant's Account.

Plan. "Plan" means this plan, called the AMETEK, Inc. Deferred Compensation Plan, as amended from time to time.

Plan Year. "Plan Year" means the 12 month period beginning on each January 1 and ending on the following December 31 except that the first Plan Year shall begin on the Effective Date.

Retirement. "Retirement" means the termination of the Participant's Service with the Company (for reasons other than death) at or after age 65, or, if the Participant has 10 or more years of Service, at or after age 55.

Retirement Distribution Account. "Retirement Distribution Account" means the Account maintained for a Participant to which Bonus Compensation Deferrals are credited pursuant to the Retirement Distribution Option.

Retirement Distribution Option. "Retirement Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 7.1.

Service. "Service" means the period of time during which an employment relationship exists between an Employee and the Company ending on the Participant's Termination Date, but including any period during which the Employee is on an approved leave of absence, whether paid or unpaid. "Service" also includes employment with an Affiliate if an Employee transfers directly between the Company and the Affiliate.

Termination Date. "Termination Date" means the date of termination of a Participant's Service with the Company and its Affiliates and shall be determined without reference to any compensation continuation arrangement or severance benefit arrangement that may be applicable.

Valuation Date. Effective October 1, 2018, "Valuation Date" means (1) the distribution date if the distribution date is a business day; or (2) the next business day following the distribution date if the distribution date is not a business day (e.g., falls on a weekend or holiday). On the Effective Date through September 28, 2018, "Valuation Date" means the last business day of the Plan Year preceding the date of payment, except for Sections 8.2 and 8.3, "Valuation Date" means the last business day of the calendar month immediately preceding the date on which the benefit is paid.

Voting Securities. "Voting Securities" means the common securities of AMETEK which carry the right to vote generally in the election of directors.

**ARTICLE 3  
ADMINISTRATION OF THE PLAN AND DISCRETION**

3.1 The Committee shall have full power and authority to interpret the Plan, to prescribe, amend and rescind any rules, forms and procedures as it deems necessary or appropriate for the proper administration of the Plan and to make any other determinations and to take any other such actions as it deems necessary or advisable in carrying out its duties under the Plan. All action taken by the Committee arising out of, or in connection with, the administration of the Plan or any rules adopted thereunder, shall, in each case, lie within its sole discretion, and shall be final, conclusive and binding upon the Company, the Board, all Employees, all Beneficiaries and all persons and entities having an interest therein.

3.2 All expenses of administering the Plan shall be paid by the Company.

3.3 The Company shall indemnify and hold harmless each member of the Committee from any and all claims, losses, damages, expenses (including counsel fees) and liability (including any amounts paid in settlement of any claim or any other matter with the consent of the Board) arising from any act or omission of such member, except when the same is due to gross negligence or willful misconduct.

3.4 Any decisions, actions or interpretations to be made under the Plan by the Company, the Board or Committee, acting on behalf of either, shall be made in its respective sole discretion, not as a fiduciary and need not be uniformly applied to similarly situated individuals and shall be final, binding and conclusive on all persons interested in the Plan.

**ARTICLE 4 PARTICIPATION**

4.1 Election to Participate. Annually, each Eligible Employee shall be offered the opportunity to elect a Bonus Compensation Deferral. Any Eligible Employee may enroll in the Plan effective as of the first day of a Plan Year by filing a completed and fully executed Enrollment Agreement with the Committee by March 31 of the Plan Year during which such Bonus Compensation is to be earned. Pursuant to said Enrollment Agreement, the Eligible Employee shall irrevocably elect (a) the percentage, in a whole percentage, or the dollar amount the Eligible Employee desires to be the Eligible Employee's Bonus Compensation Deferral (as a result of payroll reduction), (b) the Distribution Option Account(s), in 25% increments, to which such amounts will be credited, (c) the Investment Fund(s) selected by the Participant and (d) such other information as the Committee shall require. The Enrollment Agreement filed by an Eligible Employee must also set forth the Participant's initial election as to the time and manner of distribution of amounts credited to, and related earnings from, the Retirement Distribution Account and/or the In-Service Distribution Account established pursuant to that Enrollment Agreement. The Committee may establish minimum or maximum amounts that may be deferred under this Section and may change such standards from time to time. Any such limits shall be communicated by the Committee to the Participants prior to the commencement of a Plan Year.

4.2 New Eligible Employees. The Committee may, in its discretion, permit Employees who first become Eligible Employees after the beginning of a Plan Year to enroll in the Plan for that Plan Year by filing a completed and fully executed Enrollment Agreement, in accordance with Section 4.1, as soon as practicable following the date the Employee becomes an Eligible Employee but, in any event, within 30 days after such date.

## ARTICLE 5 DISTRIBUTION OPTION ACCOUNTS

5.1 Distribution Option Accounts. The Committee shall establish and maintain separate Distribution Option Accounts with respect to each Participant. A Participant's Distribution Option Accounts shall consist of the Retirement Distribution Account and/or an In-Service Distribution Account. The amount of the Bonus Compensation Deferral pursuant to Section 4.1 or Section 4.2 shall be credited by the Company to the Participant's Distribution Option Accounts on the day such Bonus Compensation would otherwise have been paid, in accordance with the Distribution Option(s) irrevocably elected by the Participant in the Enrollment Agreement. Any amount once taken into account as Compensation for purposes of this Plan shall not be taken into account thereafter. The Participant's Distribution Option Accounts shall be reduced by the amount of payments made by the Company to the Participant or the Participant's Beneficiary pursuant to this Plan.

5.2 Earnings on Distribution Option Accounts. A Participant's Distribution Option Accounts shall be credited with earnings in accordance with the Earnings Crediting Options elected by the Participant from time to time. Participants may allocate their Retirement Distribution Account and their In-Service Distribution Account among the Earnings Crediting Options available under the Plan in increments and at times specified by the Committee. The deemed rate of return, positive or negative, credited under each Earnings Crediting Option is based upon the actual investment performance of the applicable Investment Fund. The Company reserves the right, on a prospective basis, to add or delete Investment Funds.

5.3 Earnings Crediting Options. Notwithstanding that the returns credited to Participants' Distribution Option Accounts under the Earnings Crediting Options are based upon the actual performance of the corresponding deemed Investment Funds selected by a Participant, the Company shall not be obligated to invest any Bonus Compensation Deferrals by Participants under this Plan.

5.4 Statement of Accounts. The Committee shall provide to each Participant, not less frequently than annually, a statement in such form as the Committee deems desirable setting forth the balance standing to the credit of each Participant in each of his Distribution Option Accounts.

5.5 Distributions from Accounts. Any distribution made to or on behalf of a Participant from one or more of the Participant's Distribution Option Accounts in an amount which is less than the entire balance of any such Account shall be made pro rata from each of the Earnings Crediting Options to which such Account is then allocated except, and only to the extent, that the Participant (or Beneficiary, if applicable) elects to receive a distribution in shares of Voting Securities (including deemed investments in the AMETEK Company Stock Fund), up to the value of the amount to be distributed.

## ARTICLE 6 DISTRIBUTION OPTIONS

6.1 Election of Distribution Option. In the first completed and fully executed Enrollment Agreement filed with the Committee, an Eligible Employee shall elect the time and manner of payment for each of the Eligible Employee's Distribution Option Accounts. Annually, the Eligible Employee shall allocate his or her Bonus Compensation Deferrals between the Distribution

Options in increments of 25%; provided, however that 100% of such Deferrals may be allocated to one or the other of the Distribution Options.

6.2 Retirement Distribution Option. Subject to Section 7.1, distribution of the Participant's Retirement Distribution Account, if any, shall commence upon January 31<sup>st</sup> of (a) the Plan Year following the Participant's Retirement, (b) the second Plan Year following the Participant's Retirement or (c) the later of the Plan Year following the Participant's Retirement or the Plan Year following the year in which the Participant becomes age 65, as elected by the Participant in the Enrollment Agreement pursuant to which such Retirement Distribution Account was established or otherwise as permitted under Section 7.1(a).

6.3 In-Service Distribution Option. Subject to Section 7.2, the Participant's In-Service Distribution Account shall be distributed commencing in the Plan Year elected by the Participant in the Enrollment Agreement pursuant to which such In-Service Distribution Account was established. Notwithstanding the foregoing, a Participant shall not be entitled to allocate any Bonus Compensation Deferrals to an In-Service Distribution Account for the two Plan Years preceding the Plan Year which includes the date on which the In-Service Distribution Account is to be distributed.

## **ARTICLE 7 BENEFITS TO PARTICIPANTS**

7.1 Benefits Under the Retirement Distribution Option. Benefits under the Retirement Distribution Option shall be paid to a Participant as follows:

(a) Benefits Upon Retirement. In the case of a Participant whose Service with the Company terminates on account of Retirement, the Participant's Retirement Distribution Account shall be distributed pursuant to one of the following methods, as elected by the Participant in writing either in the Enrollment Agreement or in a separate election made as provided below: (i) in a lump sum; or (ii) in up to 5 annual installments. Payments shall commence in accordance with the Participant's election pursuant to Section 6.2. Any lump-sum benefit payable in accordance with this paragraph shall be paid in an amount equal to the value of such Retirement Distribution Account as of the Valuation Date. If annual installments are elected in accordance with this paragraph, the amount of the first annual installment payment shall equal (i) the value of such Retirement Distribution Account as of the Valuation Date, divided by (ii) the number of annual installment payments elected by the Participant. The remaining annual installments shall be paid not later than January 31 of each succeeding Plan Year in an amount equal to (i) the value of such Retirement Distribution Account as of the Valuation Date divided by (ii) the number of installments remaining. A Participant may change the election regarding the manner of payment of the Participant's Account, as described in Section 6.1, at any time prior to the earlier of (i) the date of Retirement or (ii) June 30 of the Plan Year in which occurs the Participant's Retirement.

(b) Benefits Upon Termination of Employment. In the case of a Participant whose Service with the Company terminates prior to the earliest date on which the Participant is eligible for Retirement, other than by reason of death, a Participant's Retirement Distribution Account shall be distributed in lump sum on (i) the January 31 following the Participant's Termination Date or (ii) such other date as is mutually agreed upon by the Company and the Participant.

7.2 Benefits Under the In-Service Distribution Option. Benefits under the In-Service Distribution Option shall be paid to a Participant as follows:

(a) In-Service Distributions. In the case of a Participant who continues in Service with the Company, the Participant's In-Service Distribution Account shall be paid to the Participant commencing on January 31 of the Plan Year irrevocably elected by the Participant in the Enrollment Agreement pursuant to which such In-Service Distribution Account was established, which may be no earlier than the third Plan Year following the end of the last Plan Year in which Bonus Compensation Deferrals are to be credited to that In-Service Distribution Account, in one lump sum or in annual installments payable over 2, 3, or 4 years. Any lump-sum benefit payable in accordance with this paragraph shall be paid on January 31 of the Plan Year elected by the Participant in accordance with Section 6.3, in an amount equal to the value of such In-Service Distribution Account as of the Valuation Date. Annual installment payments, if any, shall commence not later than January 31 of the Plan Year as elected by the Participant in accordance with Section 6.3, in an amount equal to (i) the value of such In-Service Distribution Account as of the Valuation Date, divided by (ii) the number of annual installment payments elected by the Participant in the Enrollment Agreement pursuant to which such In-Service Distribution Account was established. The remaining annual installments shall be paid not later than January 31 of each succeeding Plan Year in an amount equal to (i) the value of such In-Service Distribution Account as of the Valuation Date divided by (ii) the number of installments remaining.

(b) Benefits Upon Termination of Employment. In the case of a Participant whose Service with the Company terminates prior to the date on which the Participant's In-Service Distribution Account would otherwise be distributed, other than by reason of death, such In-Service Distribution Account shall be distributed in a lump sum (i) on January 31 following the Participant's Termination Date; or (ii) such other date as is mutually agreed upon by the Company and the Participant.

#### **ARTICLE 8 SURVIVOR BENEFITS**

8.1 Death of Participant Prior to the Commencement of Benefits. In the event of a Participant's death prior to the commencement of benefits in accordance with Article 7, benefits shall be paid to the Participant's Beneficiary, as determined under Section 12.3, pursuant to Section 8.2 or 8.3, whichever is applicable, in lieu of any benefits otherwise payable under the Plan to or on behalf of such Participant.

8.2 Survivor Benefits Under the Retirement Distribution Option. In the case of a Participant with respect to whom the Company has established a Retirement Distribution Account, and who dies prior to the commencement of benefits under such Retirement Distribution Account pursuant to Section 7.1, distribution of such Retirement Distribution Account shall be made in a lump sum (a) as soon as practicable following the Participant's death, or (b) such other date as is mutually agreed upon by the Company and the Beneficiary. The amount of any lump sum benefit payable in accordance with this Section shall equal the value of such Retirement Distribution Account as of the Valuation Date.

8.3 Survivor Benefits Under the In-Service Distribution Option. In the case of a Participant with respect to whom the Company has established an In-Service Distribution Account, and who dies prior to the date on which such In-Service Distribution Account is to be paid pursuant to Section 7.2, distribution of such In-Service Distribution Account shall be made in a lump sum (a) as soon as practicable following the Participant's death, or (b) such other date as is mutually agreed upon by the Company and the Beneficiary. The amount of any lump sum benefit payable in accordance with this Section shall equal the value of such In-Service Distribution Account as of the Valuation Date.

8.4 Death of Participant After Benefits Have Commenced. In the event a Participant dies after annual installment benefits payable under Section 7.1 or 7.2 from the Participant's Accounts has commenced, but before the entire balance of any such Account has been paid, any remaining installments shall be paid in lump sum (a) as soon as practicable following the Participant's death, or (b) such other date as is mutually agreed upon by the Company and the Beneficiary.

#### **ARTICLE 9 EMERGENCY BENEFIT**

In the event that the Committee, upon written request of a Participant, determines, in its sole discretion, that the Participant has suffered an unforeseeable financial emergency, the Company shall pay to the Participant from the Participant's Distribution Option Account, as soon as practicable following such determination, an amount necessary to meet the emergency, after deduction of any and all taxes as may be required pursuant to Section 12.9 (the "Emergency Benefit"). For purposes of this Plan, an unforeseeable financial emergency is an unexpected need for cash arising from an illness, casualty loss, sudden financial reversal, or other such unforeseeable occurrence. Cash needs arising from foreseeable events such as the purchase of a house or education expenses for children shall not be considered to be the result of an unforeseeable financial emergency. Emergency Benefits shall be paid first from the Participant's In-Service Distribution Account, if any, to the extent the balance of such In-Service Distribution Account is sufficient to meet the emergency. If the distribution exhausts the In-Service Distribution Account, the Retirement Distribution Account may be accessed. With respect to that portion of any Distribution Option Account which is distributed to a Participant as an Emergency Benefit, in accordance with this Article, no further benefit shall be payable to the Participant under this Plan. Notwithstanding anything in this Plan to the contrary, a Participant who receives an Emergency Benefit in any Plan Year shall not be entitled to make any further deferrals for the remainder of such Plan Year. It is intended that the Committee's determination as to whether a Participant has suffered an "unforeseeable financial emergency" shall be made consistent with the requirements under section 457(d) of the Code.

#### **ARTICLE 10 ACCELERATED DISTRIBUTION**

10.1 Availability of Withdrawal Prior to Retirement. Upon the Participant's written election, the Participant may elect to withdraw all or a portion of the Participant's Distribution Option Account at any time prior to the time such Distribution Option Account otherwise becomes payable under the Plan, provided the conditions specified in Section 10.3, Section 10.4, and Section 10.5 are satisfied.

10.2 Acceleration of Periodic Distributions. Upon the Participant's written election, the Participant or Participant's Beneficiary who is receiving installment payments under the Plan may elect to have all or a percentage of the remaining installments distributed in the form of an immediately payable lump sum, provided the condition specified in Section 10.3 is satisfied.

10.3 Forfeiture Penalty. In the event of a withdrawal pursuant to Section 10.1, or an accelerated distribution pursuant to Section 10.2, the Participant shall forfeit from his Distribution Option Account from which the withdrawal is made an amount equal to 10% of the amount of the withdrawal or accelerated distribution, as the case may be. The forfeited amount shall be deducted from the applicable Distribution Option Account prior to giving effect to the requested withdrawal or acceleration. The Participant and the Participant's Beneficiary shall not have any

right or claim to the forfeited amount, and the Company shall have no obligation whatsoever to the Participant, the Participant's Beneficiary or any other person with regard to the forfeited amount.

10.4 Minimum Withdrawal. In no event shall the amount withdrawn in accordance with Section 10.1 be less than 25% of the amount credited to the Participant's Distribution Option Account immediately prior to the withdrawal.

10.5 Suspension from Deferrals. In the event of a withdrawal pursuant to Section 10.1, a Participant who is otherwise eligible to make deferrals under Article 4 shall be prohibited from making any deferrals with respect to the Plan Year immediately following the Plan Year during which the withdrawal was made, and any election previously made by the Participant with respect to deferrals for the Plan Year of the withdrawal shall be void and of no effect with respect to subsequent deferrals for such Plan Year.

## ARTICLE 11 CHANGE OF CONTROL

In the case of a Change of Control, a Participant may make a one-time irrevocable election, within 60 days after the closing of the transaction pursuant to which the Change of Control was occasioned, to receive the full amount credited to the Participant's Retirement Distribution Account and In-Service Distribution Account in a lump sum. Any lump-sum benefit payable in accordance with this paragraph shall be paid in, but not later than January 31 of, the Plan Year following the Plan Year in which such closing occurs, in an amount equal to the value of such Retirement Distribution Account and In-Service Distribution Account as of the Valuation Date.

## ARTICLE 12 MISCELLANEOUS

12.1 Amendment and Termination. The Plan may be amended, suspended, discontinued or terminated at any time by the Board; provided, however, that no such amendment, suspension, discontinuance or termination shall reduce or in any manner adversely affect the rights of any Participant with respect to benefits that are payable or may become payable under the Plan based upon the balance of the Participant's Retirement Account and In-Service Distribution Account as of the effective date of such amendment, suspension, discontinuance or termination.

### 12.2 Claims Procedure.

#### a. Claim

A person who believes that he is being denied a benefit to which he is entitled under the Plan (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Committee, setting forth the claim.

#### b. Claim Decision

Upon receipt of a claim, the Committee shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period.

The Committee may, however, extend the reply period for an additional ninety (90) days for reasonable cause.

If the claim is denied in whole or in part, the Claimant shall be provided a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (a) The specific reason or reasons for such denial;
- (b) The specific reference to pertinent provisions of this Agreement on which such denial is based;
- (c) A description of any additional material or information necessary for the Claimant to perfect his claim and an explanation why such material or such information is necessary;
- (d) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and
- (e) The time limits for requesting a review under subsection (c) and for review under subsection (d) hereof.

c. Request for Review

Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Committee review the determination. The Claimant or his duly authorized representative may, but need not, review the pertinent documents and submit issues and comment in writing for consideration by the Committee. If the Claimant does not request a review of the initial determination within such sixty (60) day period, the Claimant shall be barred and estopped from challenging the determination.

d. Review of Decision

Within sixty (60) days after the Committee's receipt of a request for review, it will review the initial determination. After considering all materials presented by the Claimant, the Committee will render a written opinion, written in a manner calculated to be understood by the Claimant, setting forth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

12.3 Designation of Beneficiary. Each Participant may designate a Beneficiary or Beneficiaries (which Beneficiary may be an entity other than a natural person) to receive any payments which may be made following the Participant's death. Such designation may be changed or canceled at any time without the consent of any such Beneficiary. Any such designation, change or cancellation must be made in a form approved by the Committee and shall not be effective until received by the Committee, or its designee. If no Beneficiary has been named, or the designated Beneficiary or Beneficiaries shall have predeceased the Participant, the Beneficiary shall be the Participant's estate. If a Participant designates more than one Beneficiary, the interests of such Beneficiaries shall be paid in equal shares, unless the Participant has specifically designated otherwise.

12.4 Limitation of Participant's Right. Nothing in this Plan shall be construed as conferring upon any Participant any right to continue in the employment of the Company, nor shall it interfere with the rights of the Company to terminate the employment of any Participant and/or to take any personnel action affecting any Participant without regard to the effect which such action may have upon such Participant as a recipient or prospective recipient of benefits under the Plan. Any amounts payable hereunder shall not be deemed salary or other compensation to a Participant for the purposes of computing benefits to which the Participant may be entitled under any other arrangement established by the Company for the benefit of its employees.

12.5 No Limitation on Company Actions. Nothing contained in the Plan shall be construed to prevent the Company from taking any action which is deemed by it to be appropriate or in its best interest. No Participant, Beneficiary, or other person shall have any claim against the Company as a result of such action.

12.6 Obligations to Company. If a Participant becomes entitled to a distribution of benefits under the Plan, and if at such time the Participant has outstanding any debt, obligation, or other liability representing an amount owing to the Company under a legally binding written instrument, then the Company may offset such amount owed to it against the amount of benefits otherwise distributable. Such determination shall be made by the Committee.

12.7 Nonalienation of Benefits. Except as expressly provided herein, no Participant or Beneficiary shall have the power or right to transfer (otherwise than by will or the laws of descent and distribution), alienate, or otherwise encumber the Participant's interest under the Plan. The Company's obligations under this Plan are not assignable or transferable except to (a) any corporation or partnership which acquires all or substantially all of the Company's assets or (b) any corporation or partnership into which the Company may be merged or consolidated. The provisions of the Plan shall inure to the benefit of each Participant and the Participant's Beneficiaries, heirs, executors, administrators or successors in interest.

12.8 Withholding Taxes. The Company may make such provisions and take such action as it may deem necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority, whether Federal, state or local, to withhold in connection with any benefits under the Plan, including, but not limited to, the withholding of appropriate sums from any amount otherwise payable to the Participant (or his Beneficiary). Each Participant, however, shall be responsible for the payment of all individual tax liabilities relating to any such benefits. Unless otherwise determined by the Company, withholding obligations on Voting Securities shall be settled with Voting Securities, including Voting Securities that are part of a distribution that gives rise to the withholding obligation.

12.9 Unfunded Status of Plan. The Plan is intended to constitute an "unfunded" plan of deferred compensation for Participants. Benefits payable hereunder shall be payable out of the general assets of the Company, and no segregation of any assets whatsoever for such benefits shall be made. Notwithstanding any segregation of assets or transfer to a grantor trust, with respect to any payments not yet made to a Participant, nothing contained herein shall give any such Participant any rights to assets that are greater than those of a general creditor of the Company.

12.10 Severability. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

12.11 Governing Law. The Plan shall be construed in accordance with and governed by

the laws of the Commonwealth of Pennsylvania, without reference to the principles of conflict of laws.

12.12 Headings. Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

12.13 Gender, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may read as the plural and the plural as the singular.

12.14 Notice. Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Human Resources Department, or to such other entity as the Committee may designate from time to time. Such notice shall be deemed given as to the date of delivery, or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

## CERTIFICATIONS

I, David A. Zapico, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AMETEK, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of registrant’s board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: October 30, 2025

/s/ DAVID A. ZAPICO

David A. Zapico

Chairman of the Board and Chief Executive Officer

## CERTIFICATIONS

I, Dalip M. Puri, certify that:

1. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
2. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
3. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - b) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 30, 2025

/s/ DALIP M. PURI

Dalip M. Puri

Executive Vice President – Chief Financial Officer

**AMETEK, Inc.**

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Zapico, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID A. ZAPICO

David A. Zapico

Chairman of the Board and Chief Executive Officer

Date: October 30, 2025

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**AMETEK, Inc.**

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dalip M. Puri, Executive Vice President – Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DALIP M. PURI

Dalip M. Puri

Executive Vice President – Chief Financial Officer

Date: October 30, 2025

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.