

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 21, 2025

FARO TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

0-23081
(Commission
File Number)

59-3157093
(IRS Employer
Identification No.)

125 Technology Park, Lake Mary, Florida 32746
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (407) 333-9911

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.001	FARO	Nasdaq Global Select Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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.

Introductory Note

This Current Report on Form 8-K is being filed in connection with the completion of the transactions contemplated by the previously announced Agreement and Plan of Merger, dated as of May 5, 2025 (the “Merger Agreement”), by and among FARO Technologies, Inc., a Florida corporation (the “Company”), AMETEK, Inc., a Delaware corporation (“Parent”), and AMETEK TP, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent (“Merger Sub”).

On July 21, 2025 (the “Closing Date”), pursuant to the Merger Agreement, Merger Sub merged with and into the Company (the “Merger”), with the Company surviving the Merger as a direct, wholly owned subsidiary of Parent.

Item 1.01 Entry into a Material Definitive Agreement

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

On the Closing Date, in connection with the Merger, the Company and U.S. Bank Trust Company, National Association, as trustee (“U.S. Bank”), entered into a First Supplemental Indenture (the “Supplemental Indenture”), to the Indenture, dated as of January 24, 2023, between the Company and U.S. Bank (the “Indenture”), effective upon the effective time of the Merger (“Effective Time”), providing that at and after the Effective Time, each holder of the Company’s 5.50% Convertible Senior Notes due 2028 (the “Convertible Notes”) will have the right to convert their respective Convertible Notes into cash in an amount, per \$1,000 principal amount of such Convertible Notes being converted, equal to the product of (x) the conversion rate (as defined in the Indenture and including any increase thereto required under the Indenture) and (y) the amount of the Merger Consideration (as defined below), pursuant to the terms of the Indenture.

Copies of the Indenture and the Supplemental Indenture are attached as Exhibits 4.1 and 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. The foregoing description of the Indenture and the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text in such exhibits.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

In connection with the Merger, each share of common stock of the Company, par value \$0.001 per share (the “Common Stock”), issued and outstanding immediately prior to the Effective Time (other than shares of Common Stock that were held by the Company as treasury stock or held directly by Parent or Merger Sub or any direct or indirect wholly owned subsidiary of the Company, Parent or Merger Sub) was automatically converted into the right to receive cash in an amount equal to \$44.00 per share, without interest, subject to any required withholding of taxes (the “Merger Consideration”).

Additionally, at the Effective Time:

- each outstanding award of Company performance-based restricted stock units or service-based restricted stock units, in each case, that was subject solely to service-based vesting conditions immediately prior to the Effective Date (collectively, “Company RSUs”), including any award of Company RSUs that was subject to a deferral election, was cancelled and converted into the right to receive (without interest) an amount in cash (less applicable tax withholdings) equal to (x) the total number of Shares underlying such award of Company RSUs immediately prior to the Effective Time, multiplied by (y) the Merger Consideration; and
- each outstanding award of Company performance-based restricted stock units that was subject to performance-based vesting conditions immediately prior to the Effective Time (“Company PRSUs”), including any award of Company PRSUs that was subject to a deferral election, was cancelled and converted into the right to receive (without interest) an amount in cash (less applicable tax withholdings) equal to (x) the total number of Shares underlying such Company PRSUs that would become vested as of immediately prior to the Effective Time if the Effective Time were the last day of the relevant performance period and the achievement of all relevant performance-based vesting requirements were determined at such time, multiplied by (y) the Merger Consideration, with the remaining portion of any such Company PRSUs canceled for no consideration.

There was no outstanding option to purchase shares of Common Stock (“Company Options”), whether vested or unvested, immediately prior to the Effective Time. As such, the provisions of the Merger Agreement governing the treatment of Company Options in the Merger were not applicable to the Merger at the Effective Time.

The description in this Current Report on Form 8-K of the Merger and the Merger Agreement, and the other transactions contemplated thereby, does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the “SEC”) on May 7, 2025, which is incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in the Introductory Note and under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

On the Closing Date, the Company notified the Nasdaq Global Select Market (“Nasdaq”) of the consummation of the Merger and requested that Nasdaq file a notification of removal from listing and registration on Form 25 with the SEC to effect the delisting of the Common Stock from Nasdaq and the deregistration of the Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Following effectiveness of the Form 25, the Company intends to file with the SEC a certification and notice of termination of registration on Form 15 with respect to the Common Stock, requesting that the Common Stock be deregistered under 12(g) of the Exchange Act and that the reporting obligations of the Company with respect to the Common Stock under Sections 13(a) and 15(d) of the Exchange Act be suspended. Trading of the Common Stock on Nasdaq was halted prior to the opening of trading on the Closing Date.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note and under Item 1.01, Item 2.01, Item 3.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

At the Effective Time, each holder of shares of Common Stock issued and outstanding immediately prior to the Effective Time ceased to have any rights as a shareholder of the Company, other than the right to receive the Merger Consideration as set forth in the Merger Agreement.

Item 5.01 Changes in Control of Registrant.

The information set forth in the Introductory Note and under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

At the Effective Time, each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Common Stock that were held by the Company as treasury stock or held directly by Parent or Merger Sub or any direct or indirect wholly owned subsidiary of the Company, Parent or Merger Sub) was cancelled and converted into the right to receive the Merger Consideration.

As a result of the consummation of the Merger, a change in control of the Company occurred, and the Company is now a wholly owned subsidiary of Parent.

The aggregate consideration paid by Parent to the Company’s equityholders (which does not include the payments to the holders of the Convertible Notes) in the Merger was approximately \$933 million. The funds used by Parent to consummate the Merger came from cash on hand and borrowings under its already established credit facility.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in the Introductory Note and under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

In connection with the Merger, at the Effective Time, each member of the board of directors of the Company ceased serving in such capacity. Pursuant to the terms of the Merger Agreement, at the Effective Time, the directors of Merger Sub immediately prior to the Effective Time became the directors of the Company immediately following the Effective Time and, as a result, the following persons ceased to serve on the Company’s board of directors as of the Effective Time: Peter Lau, Moonhie Chin, Alex Davern, John Donofrio, Rajani Ramanathan, Jeroen van Rotterdam, and Yuval Wasserman. These departures were not a result of any disagreement between the Company and any of the directors on any matter relating to the Company’s operations, policies or practices. Pursuant to the Merger Agreement, the executive officers of the Company immediately prior to the Effective Time continued to serve as officers of the Company immediately following the Effective Time.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information set forth in the Introductory Note and under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Pursuant to the Merger Agreement, at the Effective Time, (i) the Company's Amended and Restated Articles of Incorporation as in effect immediately prior to the Effective Time were amended and restated in their entirety (as amended, the "Second Amended and Restated Articles of Incorporation") and (ii) the Company's Amended and Restated Bylaws, as in effect immediately prior to the Effective Time, were amended and restated in their entirety (as amended, the "Second Amended and Restated Bylaws"). Copies of the Company's Second Amended and Restated Articles of Incorporation and the Second Amended and Restated Bylaws are filed as Exhibits 3.1 and 3.2, respectively, hereto and are incorporated herein by reference.

Item 8.01 Other Events.

On the Closing Date, Parent issued a press release announcing the closing of the Merger. The press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

EXHIBIT INDEX

- 2.1 [Agreement and Plan of Merger, dated as of May 5, 2025, among AMETEK, Inc., AMETEK TP, Inc. and FARO Technologies, Inc. \(incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K of FARO Technologies, Inc. filed on May 7, 2025\).](#)
- 3.1 [Second Amended and Restated Articles of Incorporation of FARO Technologies, Inc.](#)
- 3.2 [Second Amended and Restated Bylaws of FARO Technologies, Inc.](#)
- 4.1 [Indenture, dated as of January 24, 2023, between FARO Technologies, Inc. and U.S. Bank Trust Company, National Association \(incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of FARO Technologies, Inc. filed on January 24, 2023\).](#)
- 4.2 [First Supplemental Indenture, dated as of July 21, 2025, between FARO Technologies, Inc. and U.S. Bank Trust Company, National Association.](#)
- 99.1 [Press Release of AMETEK, Inc. issued July 21, 2025.](#)
- 104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

SIGNATURES

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

July 21, 2025

FARO Technologies, Inc.

/s/ Matthew Horwath

By: Matthew Horwath

Its: Chief Financial Officer

(Duly Authorized Officer and Principal Financial Officer)

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FARO TECHNOLOGIES, INC.**

Pursuant to Sections 607.1006 and 607.1007 of the Florida Business Corporation Act (the "FBCA"), the undersigned president and chief executive officer of FARO TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), does hereby execute, certify and submit for filing with the Florida Department of State these Second Amended and Restated Articles of Incorporation as follows:

1. These Second Amended and Restated Articles of Incorporation amend, restate, and supersede in their entirety any and all prior Articles of Incorporation, as amended, and any other Articles of Amendment filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof, including the current Amended and Restated Articles of Incorporation of the Corporation filed with the State of Florida on September 12, 1997 (the "Current Articles").
2. These Second Amended and Restated Articles of Incorporation have been approved by the Board of Directors and the shareholders of the Corporation in connection with the merger of the Company and AMETEK TP, Inc., a Delaware corporation, pursuant to a plan of merger under Section 607.1101 of the FBCA in the manner and by the vote required by the FBCA and the Current Articles. The number of votes cast by the shareholders was sufficient for approval.

**ARTICLE I
NAME**

The name of the corporation is FARO TECHNOLOGIES, INC. (the "Corporation").

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Corporation is 125 Technology Park, Lake Mary, Florida 32746.

**ARTICLE III
PURPOSES**

The Corporation may engage in any lawful act or activity for which corporations may be organized under the FBCA.

**ARTICLE IV
CAPITAL STOCK**

The aggregate number of shares of all classes of capital stock that the Corporation is authorized to issue is one thousand (1,000) shares of common stock, par value \$0.001 per share.

ARTICLE V
REGISTERED OFFICE AND AGENT

The street address of the Corporation's registered office is 1200 South Pine Island Road, Plantation, Florida 33324. The name of the Corporation's registered agent at that office is CT Corporation System.

ARTICLE VI
LIMITATION OF LIABILITY

To the fullest extent permitted under the FBCA and other applicable law, no director of the Corporation shall be personally liable to the Corporation or any of its shareholders or any other person for monetary damages for or relating to any statement, vote, decision or failure to act, regarding corporate management or policy or any other matter relating to the Corporation, by a director, unless the breach or failure to perform his or her duties as a director satisfies the standards set forth in Section 607.0831(1) of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. To the fullest extent permitted under the FBCA and other applicable law, a director of the Corporation shall not be or held liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with Section 607.0830 of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article VI shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE VII
INDEMNIFICATION

The Corporation shall, to the fullest extent permitted or required by the FBCA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Executive Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Executive Officer is a Party or in which such Director or Executive Officer is deposed or called to testify as a witness because he or she is or was a Director or Executive Officer of the Corporation. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which a Director or Executive Officer may be entitled under any written agreement, Board of Directors' resolution, vote of shareholders, the FBCA, or otherwise. The Corporation may, but shall not be required to, supplement the foregoing rights to indemnification against Liabilities and advancement of Expenses by the purchase of insurance on behalf of any one or more of its Directors or Executive Officers whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director or Executive Officer under this Article. For purposes of this Article, the term "Directors" includes former directors of the Corporation and any director who is or was serving at the request of the Corporation as a

director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, including, without limitation, any employee benefit plan (other than in the capacity as an agent separately retained and compensated for the provision of goods or services to the enterprise, including, without limitation, attorneys-at-law, accountants, and financial consultants). For purposes of this Article, the term "Executive Officers" includes those individuals who are or who were at any time "executive officers" of the Corporation as defined in Securities and Exchange Commission Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended. All other capitalized terms used in this Article VII and not otherwise defined herein have the meaning set forth in Section 607.0850 of the FBCA. The provisions of this Article VII are intended solely for the benefit of the indemnified parties described herein and their heirs and personal representatives and shall not create any rights in favor of third parties. No amendment to or repeal of this Article VII shall diminish the rights of indemnification provided for herein prior to such amendment or repeal.

ARTICLE VIII
BYLAW AMENDMENT

In furtherance, and not in limitation of, the powers conferred by the laws of the State of Florida, each of the Board of Directors and the shareholders is expressly authorized and empowered to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Second Amended and Restated Articles of Incorporation. The shareholders of the Corporation may amend or adopt a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

ARTICLE IX
KEEPING OF BOOKS

The books of the Corporation may be kept at such place within or without the State of Florida as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

ARTICLE X
DIRECTORS

The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws.

ARTICLE XI
AMENDMENT

The Corporation reserves the right to amend or repeal any provision contained in these Second Amended and Restated Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, for the purpose of amending and restating the Corporation's Amended and Restated Articles of Incorporation pursuant to the laws of the State of Florida, has executed these Second Amended and Restated Articles of Incorporation as of the 21st day of July, 2025.

FARO TECHNOLOGIES, INC.

By: /s/ Peter Lau

Name: Peter Lau

Title: President and Chief Executive Officer

[Signature page to Second Amended and Restated Articles of Incorporation]

**SECOND AMENDED AND RESTATED
BYLAWS OF
FARO TECHNOLOGIES, INC.**
a Florida Corporation (hereinafter the “Corporation”)
(Effective as of July 21, 2025)

ARTICLE 1
OFFICES

Section 1.1. Offices. The Corporation may have offices, both within and without the State of Florida, as the Corporation’s board of directors (the “Board of Directors”) may from time to time determine or the business of the Corporation may require.

Section 1.2. Registered Office. The Board of Directors may authorize a change of the registered office or the registered agent, and delete the name and address of the registered agent from the articles of incorporation of the corporation (as may be amended and/or restated from time to time) (the “Articles of Incorporation”), effective upon making the appropriate filings with the Florida Department of State, Division of Corporations (the “DOC”), as required by the Florida Business Corporation Act (the “FBCA”).

ARTICLE 2
SHAREHOLDERS

Section 2.1. Annual Meeting. Annual meetings of the shareholders shall be held either within or outside the State of Florida at such date and time as may be determined by the Board of Directors. The purpose of the annual meeting is to elect the Board of Directors and to transact any other necessary business.

Section 2.2. Special Meetings. Special meetings of shareholders may be held at such time and place within or without the State of Florida as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the Board of Directors or the holders of at least 10% of the votes of all the shares entitled to vote at the special meeting. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 2.3. Notice of Meetings. Written or electronic notice of each annual and special shareholders’ meeting stating the place, date and hour of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. If mailed, the notice shall be effective when deposited in the United States mail addressed to the shareholder at the shareholder’s address as it appears in the Corporation’s shareholder records.

Section 2.4. Waiver of Notice. Any shareholder entitled to notice of a meeting may waive such notice by signing a written waiver either before or after the date and time of the meeting set out in the notice or by attending the meeting either in person or by proxy.

Section 2.5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination that is not earlier than the date of the resolution fixing the record date. Such date shall not be more than seventy nor less than ten days before the date of any meeting nor more than seventy days prior to any other action. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Director fixes a new record date for the adjourned meeting.

Section 2.6. Quorum. The holders of a majority of the votes of shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. The holders of a majority of the shares represented in person or by proxy at a meeting and that would be entitled to vote if a quorum were present may adjourn the meeting from time to time, even if a quorum is not present. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified

Section 2.7. Voting of Shares; Proxies. Whenever any corporate action, other than the election of directors, is to be taken under law by vote of the shareholders, it shall, except as otherwise required by law or by the Articles of Incorporation or by the specific provisions of a by-law adopted by the shareholders, be authorized if the votes cast in favor of such action exceed the votes against such action at a meeting of shareholders by the holders of shares entitled to vote thereon. Unless otherwise provided by the Articles of Incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of the shareholders at which a quorum is present. Except as otherwise provided in the Articles of Incorporation or the specific provision of a bylaw adopted by the shareholders, an abstention shall not constitute a vote cast. Every shareholder of record shall be entitled at every meeting of shareholders to one vote for every share standing in his or her name on the record of shareholders, unless otherwise provided in the Articles of Incorporation. A shareholder may vote either in person or by proxy authorized in accordance with law.

Section 2.8. Shareholder Consent in Lieu of Meeting. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, on written consent, setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE 3 **THE BOARD OF DIRECTORS**

Section 3.1. Duties, Number, Election, Term and Qualification. The business and affairs of the Corporation shall be managed under the direction of a Board of Directors consisting of not less than 1 director. Directors need not be residents of the State of Florida nor shareholders of the Corporation unless provided otherwise by the Articles of Incorporation. The Directors shall be elected at the annual meeting of the shareholders. Each Director shall serve until the next annual shareholder's meeting following his or her election or until his or her successor is elected and qualified. The Board of Directors shall have all of the powers available under state law and may exercise all such powers of the Corporation and do all such lawful acts that are not required to be exercised or done by the shareholders by state law, the Articles of Incorporation, or by these Second Amended and Restated Bylaws (the "Bylaws").

Section 3.2. Removal. One or more Directors may be removed from office, with or without cause, by a majority vote of the shareholders entitled to vote at a special meeting of the shareholders called for that purpose.

Section 3.3. Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, may be filled for the unexpired term by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders. A Director elected to fill a new position on the Board of Directors shall serve until the next annual meeting of the shareholders or until his or her successor is elected and qualified.

Section 3.4. Books and Records. The Directors may keep the books of the Corporation outside of the State of Florida, except those records required by law to be kept within the state, at such place or places as they may from time to time determine.

Section 3.5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise. A Director shall not be precluded from serving the corporation in any other capacity and receiving compensation for services in that capacity.

ARTICLE 4

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Location of Meetings. Meetings of the Board of Directors, whether regular or special, may be held either within or without the State of Florida at any location the Board of Directors may from time to time establish or as set forth in the notice of a meeting.

Section 4.2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board. The annual meeting of the Board of Directors shall be held at such time and place as determined by the Board of Directors. Notice of any resolution of the Board fixing or changing the time or place of a regular meeting of the Board of Directors shall be mailed to each Director at least three business days prior to the first meeting held pursuant to such resolution. The Board may transact any business that comes before it at any regular meeting of the Board of Directors.

Section 4.3. Special Meetings. Special meetings of the Board of Directors of directors may be called by any two Directors then in office or by the president on two days' notice to each director, by telephone or by being personally delivered or sent by mail (including overnight mail) or by facsimile telecommunication, telecopy, electronic transmission, email or similar means. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting. At any meeting at which all Directors are present, even without notice of the meeting, any business may be transacted and any Director may waive notice of any special meeting and its objectives.

Section 4.4. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The notice or waiver of notice for any meeting of the Board of Directors is not required to state the business to be transacted at, or the purpose of, any meeting of the Board of Directors.

Section 4.5. Quorum. Unless a greater number is required by these Bylaws or the Articles of Incorporation, a quorum of the Board of Directors consists of a majority of the fixed number of Directors. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.6. Voting. Each Director will have one vote. The affirmative vote of a majority of the Directors will be sufficient to decide any matter, unless a greater number is required by the Articles of Incorporation or by state law.

Section 4.7. Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors (or any action that may be taken at a meeting of a committee of the Board of Directors) may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each Director (or each Director serving on the committee), and delivered to the Corporation for inclusion in the minutes or filing in the corporate records.

Section 4.8. Participation by Remote Communication. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment allowing persons participating in the meeting to hear each other simultaneously, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.9. Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate, from among its members, an executive committee and other committees, each consisting of one or more directors, and each of which, to the extent provided in the resolution, or in the Articles of Incorporation or these Bylaws, shall have all the authority of the Board of Directors, except as otherwise required by law. Vacancies in the membership of a committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. A committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

ARTICLE 5 **OFFICERS**

Section 5.1. Generally. The officers of the Corporation shall be appointed by the Board of Directors and shall be a President, a Vice President, a Secretary, a Treasurer and any other officers, including assistant officers, as deemed necessary by the Board of Directors. Any two or more offices may be simultaneously held by the same person. Each officer shall serve until a successor is elected and qualified or until the death, resignation, or removal of that officer.

Section 5.2. Removal and Resignation. The officers of the corporation shall hold office until their successors are chosen and qualify or until their earlier resignation or removal. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5.3. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 5.4. Vice President. The Vice President, if any, or, if there shall be more than one, the Vice Presidents or any other officers that have been appointed, in each case, in the order determined by the Board of Directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.5. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he or she shall be. He or she shall have custody of the corporate seal of the Corporation and he or she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 5.6. Chief Financial Officer, Treasurer and Assistant Treasurers. The Treasurer shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall maintain full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall perform all duties as may be assigned to him or her from time to time by the Board of Directors. The Assistant Treasurer shall in the absence or disability of the Treasurer or at the direction of the President, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.7. Bonds. The Board of Directors by resolution may require any or all of the officers, agents or employees of the Corporation to give bonds to the Corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Section 5.8. Compensation. The compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors.

ARTICLE 6
INDEMNIFICATION

Section 6.1. Indemnification of Directors and Executive Officers. The Corporation shall, to the fullest extent permitted or required by the FCBA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Executive Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Executive Officer is a Party or in which such Director or Executive Officer is deposed or called to testify as a witness because he or she is or was a Director or Executive Officer of the Corporation. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which a Director or Executive Officer may be entitled under any written agreement, Board of Directors' resolution, vote of shareholders, the FCBA, or otherwise. The Corporation may, but shall not be required to, supplement the foregoing rights to indemnification against Liabilities and advancement of Expenses by the purchase of insurance on behalf of any one or more of its Directors or Executive Officers whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director or Executive Officer under this Article. For purposes of this Article, the term "Directors" includes former directors of the Corporation and any director who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, including, without limitation, any employee benefit plan (other than in the capacity as an agent separately retained and compensated for the provision of goods or services to the enterprise, including, without limitation, attorneys-at-law, accountants, and financial consultants). The term "Executive Officers" includes those individuals who are or were at any time "executive officers" of the Corporation as defined in Securities and Exchange Commission Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended. All other capitalized terms used in this Article 6 and not otherwise defined herein have the meaning set forth in Section 607.0850, Florida Statutes (1995). The provisions of this Article 6 are intended solely for the benefit of the indemnified parties described herein, their heirs and personal representatives and shall not create any rights in favor of third parties. No amendment to or repeal of this Article 6 shall diminish the rights of indemnification provided for herein prior to such amendment or repeal.

ARTICLE 7
STOCK CERTIFICATES

Section 7.1. Stock Certificates. If the Board of Directors determines that shares of stock in the Corporation will be certificated, the Certificates that represent such shares of stock will be in the form determined by the Board of Directors. Certificates will be signed by the President and Secretary of the Corporation. Certificates will be consecutively numbered. The name and address of the person receiving the issued shares, the certificate number, the number of shares, and the date of issue will be recorded by the Secretary of the Corporation in the corporate stock transfer ledger. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, if such shares are certificated, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued (or the certificate shall have a statement that the Corporation will furnish such information to any shareholder upon request and without charge). If the Corporation is authorized to issue any preferred or special class in series, the stock certificates will state the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 7.2. Signatures. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. If any officer who signs or whose facsimile signature is placed upon a stock certificate ceases to be such officer before the stock certificate is issued, it may be issued by the Corporation with the same effect as if he or she was that officer at the date of its issue.

Section 7.3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any stock certificate previously issued by the Corporation that is alleged to have been lost or destroyed. When authorizing the issue of a new stock certificate, the Board of Directors, in its discretion and as a condition precedent to its issuance, may prescribe any terms and conditions as it deems expedient and may require any indemnities as it deems adequate to protect the Corporation from any claim that may be made against it with respect to any stock certificate alleged to be lost or destroyed.

Section 7.4. Transfer of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation. If shares are not certificated, such transfers need only be reflected upon the books of the Corporation.

Section 7.5. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by Florida law.

ARTICLE 8

NOTICE

Section 8.1. Form of Notice. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be communicated in person, by telephone, telecopier, teletype, facsimile, or in writing, by mail or private carrier. Notice given by mail or private carrier shall be addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with prepaid postage, and such notice shall be deemed to be delivered when it is deposited in the United States mail. Notice to Directors may also be given by facsimile, teletype, electronic transmission, email or similar means.

Section 8.2. Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of the statutes or under the provisions of the Articles of Incorporation or these Bylaws, a written waiver signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to giving the required notice.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1. Dividends. Subject to the provisions of the Articles of Incorporation, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation. Before payment of a dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the Directors from time to time, in their absolute discretion, think proper to meet debts of the Corporation as they become due in the regular course of business, or for any other purpose as the Directors determine is in the interest of the Corporation.

Section 9.2. Checks. All checks, demands for money or notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 9.3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 9.4. Corporate Seal. If the Board of Directors determines that there should be a corporate seal for the Corporation, it shall be in the form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, or in the event the Board of Directors shall not have determined to adopt a corporate seal, the signature of the Corporation followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by him or her or by his or her assistants on all appropriate papers.

Section 9.5. Article Titles and Subtitles. The Article titles and Section subtitles found in these Bylaws are intended solely to organize the provisions of the Bylaws and are not intended to limit, append, expand or otherwise interpret any provision found herein.

ARTICLE 10
AMENDMENTS

These Bylaws may be altered, amended, or repealed or new bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors or by the shareholders.

FARO TECHNOLOGIES, INC.,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

First Supplemental Indenture

Dated as of July 21, 2025

to the

Indenture

Dated as of January 24, 2023

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE (this “*First Supplemental Indenture*”), dated as of July 21, 2025, is by and between FARO Technologies, Inc., a Florida corporation (the “*Company*”), and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the “*Trustee*”). Capitalized terms used in but not defined herein shall have the same meanings as provided in the Indenture (as defined below).

RECITALS:

WHEREAS, the Company and the Trustee have heretofore entered into that certain Indenture, dated as of January 24, 2023 (the “*Indenture*”), pursuant to which the Company issued \$75,000,000 aggregate principal amount of the Company’s 5.50% Convertible Senior Notes due 2028 (the “*Notes*”);

WHEREAS, the Company, AMETEK, Inc, a Delaware corporation (“*Parent*”), and AMETEK TP, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent (“*Merger Sub*”), entered into an Agreement and Plan of Merger, dated as of May 5, 2025 (the “*Merger Agreement*”), providing for the merger of Merger Sub with and into the Company (the “*Merger*”), with the Company surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger (the “*Effective Time*”), each share of common stock, par value \$0.001 per share, of the Company (the “*Common Stock*” or “*Shares*”) outstanding immediately prior to the Effective Time, other than (a) Shares held by the Company as treasury stock or held directly by Parent or Merger Sub (or by direct or indirect wholly owned subsidiaries of the Company, Parent or Merger Sub), in each case, immediately prior to the Effective Time), and (b) Shares for which the holder thereof (i) has not voted in favor of the Merger or consented to it in writing and (ii) has validly demanded (and not withdrawn) the appraisal of such Shares in accordance with, and has complied in all respects with, the Florida Business Corporation Act will be automatically converted into the right to receive \$44.00 per share in cash, without interest and less any applicable withholding of taxes;

WHEREAS, the Merger constitutes a Business Combination Event, a Common Stock Change Event, a Fundamental Change and a Make-Whole Fundamental Change (the “*Merger Make-Whole Fundamental Change*”) under the Indenture;

WHEREAS, the Company may enter into a Business Combination Event subject to the provisions of Section 6.01 of the Indenture;

WHEREAS, the requirements of Section 6.01 of the Indenture have been satisfied;

WHEREAS, in connection with the Common Stock Change Event, Section 5.09(A) of the Indenture provides that prior to or at the Effective Time, the Company will execute with the Trustee a supplemental indenture, without the consent of Holders as permitted by Section 8.01(F), providing that at and after the Effective Time, the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Common Stock Change Event would have owned or been entitled to receive (the “*Reference Property*”, with each “*unit of Reference Property*” meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Common Stock Change Event;

WHEREAS, Section 5.09 of the Indenture provides that if the holders of Common Stock receive only cash in a Common Stock Change Event, then for all conversions of Notes that occur after the Effective Time, (x) the consideration due upon conversion of each \$1,000 principal amount of Notes shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date (as may be increased pursuant to Section 5.07), multiplied by the price paid per share of Common Stock in such Common Stock Change Event and (y) the Company shall satisfy the Conversion Obligation by paying cash to converting Holders on the fifth Business Day immediately following the relevant Conversion Date;

WHEREAS, all conditions for the execution and delivery of this First Supplemental Indenture have been complied with or have been done or performed; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions.

For all purposes of this First Supplemental Indenture, except as otherwise herein expressly provided or unless the context otherwise requires:

- (i) the capitalized terms and expressions used herein shall have the same meanings as corresponding terms and expressions used in the Indenture and
- (ii) the words “herein,” “hereof” and “hereby” and other words of similar import used in this First Supplemental Indenture refer to this First Supplemental Indenture as a whole and not to any particular section hereof.

For the purposes of this First Supplemental Indenture, a “unit of Reference Property” shall mean \$44.00 in cash, without interest and “Reference Property” shall mean a number of units of Reference Property equal to the Conversion Rate in effect on the applicable Conversion Date (as may be increased pursuant to Section 5.07 of the Indenture).

ARTICLE 2 AMENDMENT OF INDENTURE

Section 2.01 Conversion of the Notes.

i. At the Effective Time, the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes solely into a number of units of Reference Property equal to the Conversion Rate in effect on the Conversion Date (subject to any adjustments under Section 5.07 of the Original Indenture), with a “unit of Reference Property” being \$44.00 in cash, without interest;

ii. In the case of a conversion in connection with the Merger Make-Whole Fundamental Change and during the applicable Make-Whole Fundamental Change Conversion Period as described in Section 5.01(C)(i)(3)(b) and Section 5.07 of the Original Indenture, Holders have the right to receive cash equal to \$36.02 per \$1,000 principal amount of Notes, which is based on a Conversion Rate equal to (i) 23.6072 shares of Common Stock per \$1,000 principal amount of Notes plus (ii) 4.1586 Additional Shares (as defined below) (which 4.1586 Additional Shares are payable as determined by reference to the table set forth in Section 5.07(A) of the Indenture based on the Effective Date of the Make-Whole Fundamental Change being July 21, 2025 and the Stock Price paid per share of Common Stock in the Make-Whole Fundamental Change being cash in amount equal to \$44.00); and

iii. From and after the Effective Date, Holders of Notes are entitled to convert the Notes (to the extent such conversion rights are provided for in the Indenture) only into the cash Reference Property.

iv. The provisions of the Indenture, as modified herein, shall continue to apply, mutatis mutandis, to the Holders’ right to convert the Notes into the Reference Property.

ARTICLE 3
MISCELLANEOUS

Section 3.01 Severability. In the event any provision of this First Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 3.02 Modification, Amendment and Waiver. The provisions of this First Supplemental Indenture may not be amended, supplemented, modified or waived, unless otherwise provided in the Indenture, except by the execution of a supplemental indenture in compliance with Article 10 of the Indenture.

Section 3.03 Ratification of Indenture; First Supplemental Indenture Part of the Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Indenture and the terms and conditions of this First Supplemental Indenture, then the terms and conditions of the Indenture shall prevail. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby. The First Supplemental Indenture shall become effective simultaneously with the Effective Time.

Section 3.04 Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE AND THE NOTES, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST SUPPLEMENTAL INDENTURE AND THE NOTES, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.05 Trustee Makes No Representation. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. The recitals and statements contained in this First Supplemental Indenture shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee is not charged with any knowledge of the Merger Agreement or any of the terms thereof.

Section 3.06 Multiple Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic transmission shall be deemed to be their original signatures for all purposes.

Section 3.07 Headings. The titles and headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.08 Successors. All agreements of the Company in this First Supplemental Indenture shall bind its successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

Section 3.09 No Security Interest Created. Nothing in this First Supplemental Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 3.10 Benefits of Indenture. Nothing in this First Supplemental Indenture or in the Notes, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any Conversion Agent, any authenticating agent, any Registrar and their respective successors hereunder, any benefit or any legal or equitable right, remedy or claim under this First Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

FARO TECHNOLOGIES, INC.

By: /s/ Peter Lau

Peter Lau

President and Chief Executive Officer

Signature Page to First Supplemental Indenture

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE**

By: /s/ Bradley E. Scarbrough

Name: Bradley E. Scarbrough

Title: Vice President

Signature Page to First Supplemental Indenture

NEWS RELEASE



AMETEK Completes Acquisition of FARO Technologies

Berwyn, Pa., July 21, 2025 – AMETEK, Inc. (NYSE: AME) today announced that it has completed its acquisition of FARO Technologies, Inc. for \$44.00 per share in cash, or approximately \$920 million, net of cash acquired. The completion of the transaction follows approval from FARO shareholders and the receipt of all regulatory approvals. As a result of the completion of the merger, the common stock of FARO will no longer be listed for trading on Nasdaq.

“We are pleased to announce the closing of this highly strategic acquisition and are excited to welcome the FARO Technologies team to AMETEK,” said David A. Zapico, AMETEK Chairman and Chief Executive Officer. “FARO’s leadership in 3D metrology and digital reality solutions enhances our capabilities in precision measurement and supports our expansion into attractive market segments.”

FARO joins AMETEK as part of its Ultra Precision Technologies Division within AMETEK’s Electronic Instruments Group. FARO Technologies 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’s precision manufacturing and digital reality solutions serve a diverse range of end markets. FARO had annual sales of approximately \$340 million.

About AMETEK

AMETEK (NYSE: AME) is a leading global provider of industrial technology solutions serving a diverse set of attractive niche markets with annual sales of approximately \$7.0 billion. The AMETEK Growth Model integrates the Four Growth Strategies – Operational Excellence, Technology Innovation, Global and Market Expansion, and Strategic Acquisitions – with a disciplined focus on cash generation and capital deployment. AMETEK’s objective is double-digit percentage growth in earnings per share over the business cycle and a superior return on total capital. Founded in 1930, AMETEK has been listed on the NYSE for over 90 years and is a component of the S&P 500. For more information, visit www.ametek.com.

Forward Looking Statements

Statements in this release that are not strictly historical, including statements regarding events or developments that we believe or anticipate will or may occur in the future, may be “forward-looking” statements within the meaning of the federal securities laws. There are a number of important factors that could cause actual events to differ materially from those suggested or indicated by such forward-looking statements and you should not place undue reliance on any such forward-looking statements. These factors include, among other things: general economic conditions and conditions affecting the industry in which FARO operates; AMETEK’s ability to successfully integrate FARO’s operations and employees with AMETEK’s existing business; and the ability to realize anticipated growth, synergies and cost savings. Additional information regarding the factors that may cause actual results to differ materially from these forward-looking statements is available in AMETEK’s Securities and Exchange Commission (the “SEC”) filings, including AMETEK’s most



recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. These forward-looking statements speak only as of the date of this release and AMETEK does not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise.

Contacts:

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