
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended July 31, 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 0-7977

NORDSON CORPORATION

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction of incorporation or organization)

28601 Clemens Road

Westlake, Ohio

(Address of principal executive offices)

34-0590250

(I.R.S. Employer Identification No.)

44145

(Zip Code)

(440) 892-1580

(Registrant's Telephone Number, Including Area Code)

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

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange On Which Registered</u>
Common Shares, without par value	NDSN	Nasdaq Stock Market LLC

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 every Interactive Data File required to be submitted 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 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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: Common Shares, without par value as of August 18, 2025: 56,186,303

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Part I – FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)
Condensed Consolidated Statements of Income

<i>(In thousands, except for per share data)</i>	Three Months Ended		Nine Months Ended	
	July 31, 2025	July 31, 2024	July 31, 2025	July 31, 2024
Sales	\$ 741,509	\$ 661,604	\$ 2,039,867	\$ 1,945,439
Operating costs and expenses:				
Cost of sales	334,992	292,603	923,550	862,134
Selling and administrative expenses	206,539	201,943	606,642	588,196
Divestiture and related charges	12,211	—	12,211	—
	553,742	494,546	1,542,403	1,450,330
Operating profit	187,767	167,058	497,464	495,109
Other income (expense):				
Interest expense	(26,258)	(18,803)	(79,389)	(60,354)
Interest and investment income	560	1,027	2,054	3,625
Other - net	(2,945)	152	(5,380)	(971)
	(28,643)	(17,624)	(82,715)	(57,700)
Income before income taxes	159,124	149,434	414,749	437,409
Income taxes	33,340	32,107	81,909	92,293
Net income	\$ 125,784	\$ 117,327	\$ 332,840	\$ 345,116
Average common shares	56,438	57,229	56,784	57,171
Incremental common shares attributable to equity compensation	290	395	300	449
Average common shares and common share equivalents	56,728	57,624	57,084	57,620
Basic earnings per share	\$ 2.23	\$ 2.05	\$ 5.86	\$ 6.04
Diluted earnings per share	\$ 2.22	\$ 2.04	\$ 5.83	\$ 5.99

See accompanying notes.

Consolidated Statements of Comprehensive Income

<i>(In thousands)</i>	Three Months Ended		Nine Months Ended	
	July 31, 2025	July 31, 2024	July 31, 2025	July 31, 2024
Net income	\$ 125,784	\$ 117,327	\$ 332,840	\$ 345,116
Components of other comprehensive income (loss):				
Foreign currency translation adjustments	4,973	8,096	48,899	19,419
Pension and other postretirement plan adjustments, net of tax	290	(1,198)	382	(1,638)
Total other comprehensive income	5,263	6,898	49,281	17,781
Total comprehensive income	\$ 131,047	\$ 124,225	\$ 382,121	\$ 362,897

See accompanying notes.

Nordson Corporation
Consolidated Balance Sheets
(In thousands)
Assets

Current assets:	July 31, 2025	October 31, 2024
Cash and cash equivalents	\$ 147,788	\$ 115,952
Receivables - net	588,951	594,663
Inventories - net	459,251	476,935
Prepaid expenses and other current assets	91,275	87,482
Assets held for sale	39,583	—
Total current assets	1,326,848	1,275,032
Goodwill	3,306,432	3,280,819
Intangible assets - net	698,000	740,846
Property, plant and equipment - net	525,604	544,607
Operating right of use lease assets	79,770	93,620
Deferred income taxes	12,137	11,196
Other assets	60,922	54,846
Total assets	\$ 6,009,713	\$ 6,000,966

Liabilities and shareholders' equity

Current liabilities:		
Current maturities of long-term debt and notes payable	\$ 336,078	\$ 103,928
Accrued liabilities	221,335	225,231
Accounts payable	129,515	97,839
Customer advanced payments	54,966	46,400
Income taxes payable	7,236	32,754
Operating lease liability - current	17,363	17,063
Finance lease liability - current	5,808	5,262
Liabilities held for sale	10,807	—
Total current liabilities	783,108	528,477
Long-term debt	1,785,745	2,101,197
Operating lease liability - noncurrent	67,675	80,818
Deferred income taxes	199,146	205,687
Postretirement obligations	50,940	51,544
Pension obligations	49,783	46,893
Finance lease liability - noncurrent	8,226	12,083
Other long-term liabilities	83,305	42,075
Shareholders' equity:		
Common shares	12,253	12,253
Capital in excess of stated value	731,915	714,091
Retained earnings	4,495,031	4,295,199
Accumulated other comprehensive loss	(135,559)	(184,840)
Common shares in treasury, at cost	(2,121,855)	(1,904,511)
Total shareholders' equity	2,981,785	2,932,192
Total liabilities and shareholders' equity	\$ 6,009,713	\$ 6,000,966

See accompanying notes.

Nordson Corporation
Consolidated Statements of Shareholders' Equity

	Nine Months Ended July 31, 2025					
<i>(In thousands, except for share and per share data)</i>	Common Shares	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Common Shares in Treasury, at cost	TOTAL
November 1, 2024	\$ 12,253	\$ 714,091	\$ 4,295,199	\$ (184,840)	\$ (1,904,511)	\$ 2,932,192
Shares issued under company stock and employee benefit plans	—	349	—	—	652	1,001
Stock-based compensation	—	4,633	—	—	—	4,633
Purchase of treasury shares	—	—	—	—	(60,098)	(60,098)
Dividends declared (\$0.78 per share)	—	—	(44,602)	—	—	(44,602)
Net income	—	—	94,652	—	—	94,652
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	(51,679)	—	(51,679)
Defined benefit pension and post-retirement plan adjustments	—	—	—	512	—	512
January 31, 2025	\$ 12,253	\$ 719,073	\$ 4,345,249	\$ (236,007)	\$ (1,963,957)	\$ 2,876,611
Shares issued under company stock and employee benefit plans	—	1,554	—	—	248	1,802
Stock-based compensation	—	4,791	—	—	—	4,791
Purchase of treasury shares	—	—	—	—	(86,154)	(86,154)
Dividends declared (\$0.78 per share)	—	—	(44,335)	—	—	(44,335)
Net income	—	—	112,404	—	—	112,404
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	95,605	—	95,605
Defined benefit pension and post-retirement plan adjustments	—	—	—	(420)	—	(420)
April 30, 2025	\$ 12,253	\$ 725,418	\$ 4,413,318	\$ (140,822)	\$ (2,049,863)	\$ 2,960,304
Shares issued (repurchased) under company stock and employee benefit plans	—	2,666	—	—	(50)	2,616
Stock-based compensation	—	3,831	—	—	—	3,831
Purchase of treasury shares	—	—	—	—	(71,942)	(71,942)
Dividends declared (\$0.78 per share)	—	—	(44,071)	—	—	(44,071)
Net income	—	—	125,784	—	—	125,784
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	4,973	—	4,973
Defined benefit pension and post-retirement plan adjustments	—	—	—	290	—	290
July 31, 2025	\$ 12,253	\$ 731,915	\$ 4,495,031	\$ (135,559)	\$ (2,121,855)	\$ 2,981,785

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	Nine Months Ended July 31, 2024					
<i>(In thousands, except for share and per share data)</i>	Common Shares	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Common Shares in Treasury, at cost	TOTAL
November 1, 2023	\$ 12,253	\$ 668,097	\$ 3,989,353	\$ (196,441)	\$ (1,875,202)	\$ 2,598,060
Shares issued under company stock and employee benefit plans	—	12,519	—	—	1,899	14,418
Stock-based compensation	—	4,659	—	—	—	4,659
Purchase of treasury shares	—	—	—	—	(7,371)	(7,371)
Dividends declared (\$0.68 per share)	—	—	(38,855)	—	—	(38,855)
Net income	—	—	109,572	—	—	109,572
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	43,943	—	43,943
Defined benefit pension and post-retirement plan adjustments	—	—	—	(459)	—	(459)
January 31, 2024	<u>\$ 12,253</u>	<u>\$ 685,275</u>	<u>\$ 4,060,070</u>	<u>\$ (152,957)</u>	<u>\$ (1,880,674)</u>	<u>\$ 2,723,967</u>
Shares issued under company stock and employee benefit plans	—	11,412	—	—	1,389	12,801
Stock-based compensation	—	5,384	—	—	—	5,384
Purchase of treasury shares	—	—	—	—	(556)	(556)
Dividends declared (\$0.68 per share)	—	—	(38,941)	—	—	(38,941)
Net income	—	—	118,217	—	—	118,217
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	(32,620)	—	(32,620)
Defined benefit pension and post-retirement plan adjustments	—	—	—	19	—	19
April 30, 2024	<u>\$ 12,253</u>	<u>\$ 702,071</u>	<u>\$ 4,139,346</u>	<u>\$ (185,558)</u>	<u>\$ (1,879,841)</u>	<u>\$ 2,788,271</u>
Shares issued under company stock and employee benefit plans	—	1,490	—	—	433	1,923
Stock-based compensation	—	4,509	—	—	—	4,509
Purchase of treasury shares	—	—	—	—	(26,178)	(26,178)
Dividends declared (\$0.68 per share)	—	—	(38,993)	—	—	(38,993)
Net income	—	—	117,327	—	—	117,327
Other Comprehensive Income (Loss):						
Foreign currency translation adjustments	—	—	—	8,096	—	8,096
Defined benefit pension and post-retirement plan adjustments	—	—	—	(1,198)	—	(1,198)
July 31, 2024	<u>\$ 12,253</u>	<u>\$ 708,070</u>	<u>\$ 4,217,680</u>	<u>\$ (178,660)</u>	<u>\$ (1,905,586)</u>	<u>\$ 2,853,757</u>

See accompanying notes.

Nordson Corporation
Condensed Consolidated Statements of Cash Flows
(In thousands)

	Nine Months Ended	
	July 31, 2025	July 31, 2024
Cash flows from operating activities:		
Net income	\$ 332,840	\$ 345,116
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	112,454	99,646
Non-cash stock compensation	13,255	14,552
Deferred income taxes	(3,303)	(3,830)
Other non-cash expense	2,009	3,698
Loss on sale of property, plant and equipment	193	1,015
Divestiture and related charges	12,211	—
Changes in operating assets and liabilities and other	46,605	(385)
Net cash provided by operating activities	<u>516,264</u>	<u>459,812</u>
Cash flows from investing activities:		
Additions to property, plant and equipment	(49,002)	(43,786)
Proceeds from sale of property, plant and equipment	305	63
Other	3,967	8,833
Net cash used in investing activities	<u>(44,730)</u>	<u>(34,890)</u>
Cash flows from financing activities:		
Proceeds from issuance of debt	24,952	4,334
Repayment of debt	(119,616)	(248,689)
Repayment of finance lease obligations	(4,083)	(4,505)
Issuance of common shares in treasury	5,419	29,142
Purchase of treasury shares	(218,194)	(34,105)
Dividends paid	(133,008)	(116,789)
Net cash used in financing activities	<u>(444,530)</u>	<u>(370,612)</u>
Effect of exchange rate changes on cash	<u>4,832</u>	<u>(4,665)</u>
Increase in cash and cash equivalents	<u>31,836</u>	<u>49,645</u>
Cash and cash equivalents at beginning of period	<u>115,952</u>	<u>115,679</u>
Cash and cash equivalents at end of period	<u>\$ 147,788</u>	<u>\$ 165,324</u>

See accompanying notes.

Notes to Condensed Consolidated Financial Statements**July 31, 2025**

NOTE REGARDING AMOUNTS AND FISCAL YEAR REFERENCES

In this Quarterly Report on Form 10-Q, all amounts related to United States dollars and foreign currency and to the number of Nordson Corporation's common shares, except for per share earnings and dividend amounts, are expressed in thousands. Unless the context otherwise indicates, all references to "we" or the "Company" mean Nordson Corporation.

Unless otherwise noted, all references to years relate to our fiscal year ending October 31.

Significant accounting policies

Basis of presentation. The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by generally accepted accounting principles in the United States ("U.S. GAAP") for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the nine months ended July 31, 2025 are not necessarily indicative of the results that may be expected for the full year. For further information, refer to the Consolidated Financial Statements and notes included in our Annual Report on Form 10-K for the year ended October 31, 2024.

Consolidation. The Condensed Consolidated Financial Statements include the accounts of Nordson Corporation and its 100%-owned and controlled subsidiaries. Investments in affiliates and joint ventures in which our ownership is 50% or less or in which we do not have control but have the ability to exercise significant influence are accounted for under the equity method. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements. Actual amounts could differ from these estimates.

Revenue recognition. A contract exists when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of the consideration is probable. Revenue is recognized when performance obligations under the terms of the contract with a customer are satisfied. Generally, our revenue results from short-term, fixed-price contracts and primarily is recognized as of a point in time when the product is shipped or at a later point when the control of the product transfers to the customer. For products in which control transfers upon delivery, revenue is deferred for undelivered items and included within Accrued liabilities in our Consolidated Balance Sheets. Revenues deferred as of July 31, 2025 and October 31, 2024 were not material. For certain contracts, the Company may collect payments in advance of completing performance obligations and recognizes a liability included within Customer advance payments in our Consolidated Balance Sheets.

However, for certain contracts related to the sale of customer-specific products within our Medical and Fluid Solutions ("MFS") segment, revenue is recognized over time as we satisfy performance obligations because of the continuous transfer of control to the customer. The continuous transfer of control to the customer occurs as we enhance assets that are customer controlled, and we are contractually entitled to payment for work performed to date plus a reasonable margin.

As control transfers over time for these products or services, revenue is recognized based on progress toward completion of the performance obligations. The selection method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. We have elected to use the input method – costs incurred for these contracts because it best depicts the transfer of products or services to the customer based on incurring costs on the contract. Under this method, revenues are recorded proportionally as costs are incurred. Contract assets recognized are recorded in Prepaid expenses and other current assets and contract liabilities are recorded in Accrued liabilities in our Consolidated Balance Sheets and were not material as of July 31, 2025 and October 31, 2024. Revenue recognized over time represented approximately less than ten percent of our overall consolidated revenues for the year-to-date periods ended July 31, 2025 and October 31, 2024.

Revenue is measured as the amount of consideration we expect to be entitled to in exchange for transferring products or services. Taxes, including sales and value add, that we collect concurrently with revenue-producing activities are excluded from revenue. As a practical expedient, we may exclude the assessment of whether goods or services are performance obligations, if they are immaterial in the context of the contract, and combine these with other performance obligations. While payment terms and conditions vary by contract type, we have determined that our contracts generally do not include a significant financing component. We have elected to apply the practical expedient to treat all shipping and handling costs as fulfillment costs, as a

Nordson Corporation

significant portion of these costs are incurred prior to transfer of control to the customer. We have also elected to apply the practical expedient to expense sales commissions as they are incurred, as the amortization period resulting from capitalizing the costs is one year or less. These costs are recorded within Selling and administrative expenses in our Condensed Consolidated Statements of Income.

We offer assurance-type warranties on our products as well as separately sold warranty contracts. Revenue related to warranty contracts that are sold separately is recognized over the life of the warranty term and is not material. Certain arrangements may include installation, installation supervision, training, and spare parts, which tend to be completed in a short period of time, at an insignificant cost, and utilizing skills not unique to us, and therefore, these items are typically regarded as inconsequential or not material.

We disclose disaggregated revenues by operating segment and geography in accordance with the revenue standard and on the same basis used internally by the chief operating decision maker for evaluating performance of operating segments and for allocating resources. Refer to our Operating segments Note for details.

Earnings per share. Basic earnings per share are computed based on the weighted-average number of common shares outstanding during each year, while diluted earnings per share are based on the weighted-average number of common shares and common share equivalents outstanding. Common share equivalents consist of shares issuable upon exercise of stock options computed using the treasury stock method, as well as restricted shares and deferred stock-based compensation. Options whose exercise price is higher than the average market price are excluded from the calculation of diluted earnings per share because the effect would be anti-dilutive. Options excluded from the calculation of diluted earnings per share for the three months ended July 31, 2025 and 2024 were 190 and 74, respectively. Options excluded from the calculation of diluted earnings per share for the nine months ended July 31, 2025 and 2024 were 240 and 74, respectively.

Recently issued accounting standards

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. ASU 2023-07 requires enhanced disclosures about significant segment expenses and enhanced disclosures in interim periods. The guidance in ASU 2023-07 will be applied retrospectively and is effective for annual reporting periods in fiscal years beginning after December 15, 2023 and interim reporting periods in fiscal years beginning after December 31, 2024, with early adoption permitted. The Company plans to adopt this standard beginning with our Annual Report on Form 10-K for the fiscal year ending October 31, 2025. While we expect the adoption of this standard will expand our disclosures related to our operating segments, we do not expect it to have any impact on our consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. ASU 2023-09 is intended to improve income tax disclosure requirements by requiring specific disclosure in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold. The guidance in ASU 2023-09 will be effective for annual reporting periods in fiscal years beginning after December 15, 2024. The Company is currently evaluating the impact that the adoption of ASU 2023-09 will have on its consolidated financial statements and disclosures and anticipates adoption in fiscal 2026.

In November 2024, the FASB issued ASU 2024-03, *Income Statement (Topic 220): Reporting Comprehensive Income*. ASU 2024-03 does not change or remove current expense presentation requirements within the Condensed Consolidated Statements of Income. However, the amendments require disclosure, on an annual and interim basis, disaggregated information about certain income statement expense line items within the notes to the consolidated financial statements. The ASU requires entities to disaggregate any relevant expense caption presented on the face of the income statement within continuing operations into expense categories such as: purchases of inventory, employee compensation, depreciation and intangible asset amortization. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact that the adoption of ASU 2024-03 will have on its consolidated financial statements and disclosures and anticipates adoption in fiscal 2028.

Acquisitions

Business acquisitions have been accounted for using the acquisition method, with the acquired assets and liabilities recorded at estimated fair value on the dates of acquisition. The cost in excess of the net assets of the business acquired is included in goodwill. Operating results since the respective dates of acquisitions are included in the Condensed Consolidated Statements of Income.

2024 Acquisition

On August 21, 2024, the Company completed the acquisition of Atrion Corporation, a Delaware corporation (“Atrion”), pursuant to the terms of the Agreement and Plan of Merger (the “Merger Agreement”), dated May 28, 2024, with Alpha Medical Merger

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Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Nordson (“Merger Sub”), and Atrion. Pursuant to the Merger Agreement, Merger Sub merged with and into Atrion (the “Merger”), with Atrion surviving the Merger as a wholly owned subsidiary of Nordson. Atrion is a leader in proprietary medical infusion fluid delivery and niche cardiovascular solutions and operates within our MFS segment. The all-cash acquisition of Atrion of \$789,996, net of cash acquired, was funded using borrowings under our revolving credit facility and the 364-day term loan agreement with a group of banks for a delayed draw term loan facility in the aggregate principal amount of \$500,000 (the “364-Day Term Loan Agreement”) and cash on hand. Based on the fair value of the assets acquired and the liabilities assumed, a preliminary purchase price allocation resulted in the recognition of \$494,279 of goodwill and \$129,600 of identifiable intangible assets. The identifiable intangible assets consist primarily of \$40,100 of tradenames (amortized over 15 years), \$24,900 of technology (amortized over 15 years), and \$64,600 of customer relationships (amortized over 19 years). Goodwill associated with the acquisition was not tax deductible. As of July 31, 2025, the purchase price allocation remains preliminary as we complete our assessment, principally related to income taxes. The financial results of the Atrion acquisition are not expected to have a material impact on our Consolidated Financial Statements.

The assets and liabilities acquired were as follows:

	August 21, 2024
Cash	\$ 24,428
Receivables - net	20,883
Inventories - net	64,801
Goodwill	494,279
Intangibles	129,600
Other assets	157,473
Total Assets	\$ 891,464
Accounts payable	\$ 25,587
Deferred income taxes	31,221
Other liabilities	20,232
Total Liabilities	\$ 77,040

Divestiture and related charges

In the third quarter of 2025, we entered into a definitive agreement to sell select product lines in the medical contract manufacturing business within the MFS segment and determined that the criteria to be classified as held for sale were met. Therefore, these assets and liabilities have been presented as held for sale in the Consolidated Balance Sheet as of July 31, 2025. Assets and liabilities classified as held for sale are measured at the lower of carrying value or fair value less costs to sell.

Before measuring the fair value less costs to sell of the disposal group as a whole, we first reviewed individual assets and liabilities to determine if any fair value adjustments were required and concluded no individual asset impairments were required. Then, based on the definitive agreement entered into by us and the buyer, we determined the fair value of the disposal group to be equal to the selling price, less costs to sell. Based on this review, we recorded a non-cash impairment charge of \$4,726.

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The assets and liabilities of the disposal group classified as held for sale at July 31, 2025 were as follows:

	July 31, 2025
Receivables - net	\$ 4,650
Inventories - net	5,602
Prepaid expenses and other current assets	5,877
Property, plant and equipment - net	13,988
Operating right of use lease assets	3,627
Goodwill	10,565
Impairment on carrying value	(4,726)
Assets held for sale	<u>\$ 39,583</u>
Accounts payable	\$ 703
Accrued liabilities	1,729
Operating lease liability	3,685
Finance lease liability	4,690
Liabilities held for sale	<u>\$ 10,807</u>

The pending sale of select product lines in the medical contract manufacturing business is subject to customary closing conditions and is expected to close no later than the fourth quarter of 2025.

In the third quarter of 2025, as part of its exit of the medical contract manufacturing business, the Company also announced the planned closure of its remaining medical contract manufacturing facility and recognized a charge of \$7,485, principally associated with the write-off of leasehold improvements and the write-down of an operating right of use lease asset.

Excluding the non-cash divestiture and related charges of \$12,211 recorded in the third quarter of 2025, the operating results of the medical contract manufacturing business were not material to our Consolidated Financial Statements for any period presented.

Receivables

Our allowance for credit losses is principally determined based on aging of receivables. Receivables are exposed to credit risk based on the customers' ability to pay which is influenced by, among other factors, their financial liquidity. We perform ongoing customer credit evaluation to maintain sufficient allowances for potential credit losses. Our segments perform credit evaluation and monitoring to estimate and manage credit risk through the review of customer information, credit ratings, approval and monitoring of customer credit limits, and assessment of market conditions. We may also require prepayments or bank guarantees from customers to mitigate credit risk. Our receivables are generally short-term in nature with a majority of receivables outstanding less than 90 days. Accounts receivable balances are written-off against the allowance if deemed uncollectible.

Accounts receivable are net of an allowance for credit losses of \$6,908 and \$9,769 on July 31, 2025 and October 31, 2024, respectively. Provision income was \$161 and \$805 for the three and nine months ended July 31, 2025, respectively, compared to provision expense of \$1,678 and \$2,156 for the same periods a year ago, respectively. The remaining change in the allowance for credit losses is principally related to net write-off/recoveries of uncollectible accounts as well as currency translation.

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Inventories

Components of inventories were as follows:

	July 31, 2025	October 31, 2024
Finished goods	\$ 250,681	\$ 256,465
Raw materials and component parts	229,547	250,477
Work-in-process	64,552	55,790
	544,780	562,732
Obsolescence and other reserves	(85,529)	(85,797)
	<u>\$ 459,251</u>	<u>\$ 476,935</u>

Property, Plant and Equipment

Components of property, plant and equipment were as follows:

	July 31, 2025	October 31, 2024
Land	\$ 32,517	\$ 32,018
Land improvements	4,841	4,822
Buildings	360,881	354,854
Machinery and equipment	674,321	649,510
Enterprise management system	53,678	53,401
Construction-in-progress	36,060	58,362
Leased property under finance leases	26,727	29,404
	1,189,025	1,182,371
Accumulated depreciation and amortization	(663,421)	(637,764)
	<u>\$ 525,604</u>	<u>\$ 544,607</u>

Depreciation expense was \$17,754 and \$14,180 for the three months ended July 31, 2025 and 2024, respectively. Depreciation expense was \$53,355 and \$42,234 for the nine months ended July 31, 2025 and 2024, respectively.

Goodwill and other intangible assets

Changes in the carrying amount of goodwill for the nine months ended July 31, 2025 by operating segment were as follows:

	Industrial Precision Solutions	Medical and Fluid Solutions	Advanced Technology Solutions	Total
Balance at October 31, 2024	\$ 1,207,631	\$ 1,669,748	\$ 403,440	\$ 3,280,819
Other	—	(10,565)	—	(10,565)
Division transfer	(29,010)	—	29,010	—
Currency effect	20,290	1,967	13,921	36,178
Balance at July 31, 2025	<u>\$ 1,198,911</u>	<u>\$ 1,661,150</u>	<u>\$ 446,371</u>	<u>\$ 3,306,432</u>

The Other activity above reflects an allocation of goodwill to the disposal group classified as held for sale. See Divestiture and related charges note.

Effective November 1, 2024, the Measurement and Control Solutions ("MCS") division was transferred from the Industrial Precision Solutions ("IPS") segment to the Advanced Technology Solutions ("ATS") segment due to an organizational change and determination that the economic and business characteristics of MCS better aligned with the Company's ATS segment. The division transfer above reflects the transfer of goodwill from IPS to ATS as a result of this change.

In the first quarter of 2025, the Company also reassessed its reporting units for purposes of annual goodwill impairment testing due to a number of recent developments, including the status of integration activities associated with several significant acquisitions over the last few years and changes in the management of divisions, such as the transfer of MCS to the ATS segment. As a result of this reassessment and in consideration of the Company's management reporting structure, economic characteristics of the divisions and nature of the products and services of those divisions, the Company determined its reporting units should be

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the same as its operating segments: ATS, IPS and MFS. In accordance with ASC 350, *Intangibles - Goodwill and Other*, the Company properly assessed for indicators of impairment of goodwill at the time of the reporting unit change, concluding that no impairment existed.

Information regarding our intangible assets subject to amortization was as follows:

	July 31, 2025		
	Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	\$ 896,298	\$ 378,959	\$ 517,339
Patent/technology costs	234,559	150,307	84,252
Trade name	169,036	72,627	96,409
Non-compete agreements	8,637	8,637	—
Other	390	390	—
Total	<u>\$ 1,308,920</u>	<u>\$ 610,920</u>	<u>\$ 698,000</u>

	October 31, 2024		
	Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	\$ 878,071	\$ 339,756	\$ 538,315
Patent/technology costs	232,371	134,187	98,184
Trade name	167,144	62,887	104,257
Non-compete agreements	8,502	8,412	90
Other	500	500	—
Total	<u>\$ 1,286,588</u>	<u>\$ 545,742</u>	<u>\$ 740,846</u>

Amortization expense for the three months ended July 31, 2025 and 2024 was \$20,092 and \$19,202, respectively. Amortization expense for the nine months ended July 31, 2025 and 2024 was \$59,099 and \$57,412, respectively.

Pension and other postretirement plans

The components of net periodic pension for the three and nine months ended July 31, 2025 and 2024 were:

	U.S.		International	
	2025	2024	2025	2024
<u>Three Months Ended</u>				
Service cost	\$ 2,531	\$ 2,507	\$ 250	\$ 231
Interest cost	4,691	4,752	675	688
Expected return on plan assets	(6,609)	(6,652)	(683)	(417)
Amortization of prior service credit	—	—	(2)	(2)
Amortization of net actuarial (gain) loss	474	—	(72)	7
Settlement loss	—	56	—	—
Total benefit cost	<u>\$ 1,087</u>	<u>\$ 663</u>	<u>\$ 168</u>	<u>\$ 507</u>

	U.S.		International	
	2025	2024	2025	2024
<u>Nine Months Ended</u>				
Service cost	\$ 7,592	\$ 7,522	\$ 721	\$ 702
Interest cost	14,074	14,257	1,937	2,062
Expected return on plan assets	(19,827)	(19,958)	(1,972)	(1,250)
Amortization of prior service credit	—	—	(6)	(6)
Amortization of net actuarial (gain) loss	1,421	—	(208)	24
Settlement loss	—	56	—	—
Total benefit cost	<u>\$ 3,260</u>	<u>\$ 1,877</u>	<u>\$ 472</u>	<u>\$ 1,532</u>

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The components of other postretirement benefit costs, for plans in the United States, for the three and nine months ended July 31, 2025 and 2024:

	U.S.	
	2025	2024
Three Months Ended		
Service cost	\$ 59	\$ 70
Interest cost	657	754
Amortization of net actuarial gain	(127)	(147)
Total benefit cost (income)	<u>\$ 589</u>	<u>\$ 677</u>
Nine Months Ended		
Service cost	\$ 176	\$ 211
Interest cost	1,951	2,262
Amortization of net actuarial gain	(377)	(443)
Total benefit cost (income)	<u>\$ 1,750</u>	<u>\$ 2,030</u>

The components of net periodic pension and other postretirement cost, other than service cost, are included in Other – net in our Condensed Consolidated Statements of Income.

Income taxes

We record our interim provision for income taxes based on our estimated annual effective tax rate, as well as certain items discrete to the current period. The effective tax rate for the three months ended July 31, 2025 and 2024 was 21.0% and 21.5%, respectively. The effective tax rate for the nine months ended July 31, 2025 and 2024 was 19.7% and 21.1%, respectively. Excluding a discrete tax impact related to the divestiture and related charges taken in the third quarter of 2025, the effective tax rates for the three and nine months ended July 31, 2025 were 19.4% and 19.2%, respectively. The effective tax rate for the nine months ended July 31, 2025 is lower than the U.S. tax rate of 21% primarily due to the foreign-derived intangible income deduction.

One Big Beautiful Bill Act

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law in the U.S. The OBBBA includes significant tax law changes, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The Company is currently evaluating the OBBBA's impact and does not expect it to have a material impact on its current year consolidated financial statements

Accumulated other comprehensive income (loss)

The components of accumulated other comprehensive income (loss), including adjustments for items that are reclassified from accumulated other comprehensive loss to net income, are shown below.

	Cumulative translation adjustments	Pension and postretirement benefit plan adjustments	Accumulated other comprehensive income (loss)
Balance at October 31, 2024	\$ (116,890)	\$ (67,950)	\$ (184,840)
Pension and other postretirement plan adjustments, net of tax of \$99	—	382	382
Foreign currency translation adjustments ^(a)	48,899	—	48,899
Balance at July 31, 2025	<u>\$ (67,991)</u>	<u>\$ (67,568)</u>	<u>\$ (135,559)</u>

^(a) Includes a net loss of \$27,470, net of tax of \$8,205, on net investment hedges.

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Stock-based compensation

During the 2021 Annual Meeting of Shareholders, our shareholders approved the Nordson Corporation 2021 Stock Incentive and Award Plan (the "2021 Plan") as the successor to the Amended and Restated 2012 Stock Incentive and Award Plan (the "2012 Plan"). The 2021 Plan provides for the granting of stock options, stock appreciation rights, restricted shares, restricted share units, performance shares, cash awards and other stock or performance-based incentives. A maximum of 900 common shares were authorized for grant under the 2021 Plan plus the number of shares that remained available to be granted under the 2012 Plan, as well as issuable under the CyberOptics equity plan. As of July 31, 2025, a total of 2,081 common shares were available to be granted under the 2021 Plan.

Stock Options

Nonqualified or incentive stock options may be granted to our employees and directors. Generally, options granted to employees may be exercised beginning one year from the date of grant at a rate not exceeding 25 percent per year and expire 10 years from the date of grant. Vesting accelerates upon a qualified termination in connection with a change in control. In the event of termination of employment due to early retirement or normal retirement at age 65, options granted within 12 months prior to termination are forfeited, and vesting continues postretirement for all other unvested options granted. In the event of disability or death, all unvested stock options granted within 12 months prior to termination fully vest. Termination for any other reason results in forfeiture of unvested options and vested options in certain circumstances. The amortized cost of options is accelerated if the retirement eligibility date occurs before the normal vesting date. Option exercises are satisfied through the issuance of treasury shares on a first-in, first-out basis. We recognized compensation expense related to stock options of \$758 and \$2,328 for the three and nine months ended July 31, 2025, respectively, compared to \$1,426 and \$3,960 for the three and nine months ended July 31, 2024, respectively.

The following table summarizes activity related to stock options for the nine months ended July 31, 2025:

	Number of Options	Weighted- Average Exercise Price Per Share	Aggregate Intrinsic Value	Weighted Average Remaining Term
Outstanding at October 31, 2024	855	\$ 167.26		
Granted	60	209.73		
Exercised	(52)	118.73		
Forfeited or expired	(10)	224.68		
Outstanding at July 31, 2025	<u>853</u>	<u>\$ 172.48</u>	\$ 42,388	4.4 years
Expected to vest	142	\$ 231.38	\$ 256	8.2 years
Exercisable at July 31, 2025	708	\$ 160.48	\$ 42,127	3.6 years

As of July 31, 2025, there was \$6,020 of total unrecognized compensation cost related to unvested stock options. That cost is expected to be amortized over a weighted average period of approximately 2.4 years.

The fair value of each option grant was estimated at the date of grant using the Black-Scholes option-pricing model with the following assumptions:

<u>Nine Months Ended</u>	<u>July 31, 2025</u>		<u>July 31, 2024</u>	
Expected volatility	30.3%	-	31.2%	30.3% - 31.7%
Expected dividend yield	1.51%	-	1.51%	1.15% - 1.20%
Risk-free interest rate	4.43%	-	4.48%	4.22% - 4.52%
Expected life of the option (in years)	5.0	-	6.3	5.0 - 6.2

The weighted-average expected volatility used to value the 2025 and 2024 options was 30.5% and 30.7%, respectively.

Historical information was the primary basis for the selection of the expected volatility, expected dividend yield and the expected lives of the options. The risk-free interest rate was selected based upon yields of U.S. Treasury issues with a term equal to the expected life of the option being valued.

The weighted average grant date fair value of stock options granted during the nine months ended July 31, 2025 and 2024 was \$68.11 and \$79.84, respectively.

The total intrinsic value of options exercised during the three months ended July 31, 2025 and 2024 was \$2,315 and \$3,115, respectively. The total intrinsic value of options exercised during the nine months ended July 31, 2025 and 2024 was \$4,875 and \$33,286, respectively.

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Cash received from the exercise of stock options for the nine months ended July 31, 2025 and 2024 was \$5,419 and \$29,142, respectively.

Restricted Shares and Restricted Share Units

We may grant restricted shares and/or restricted share units to our employees and directors. These shares or units may not be transferred for a designated period of time (generally one to three years) defined at the date of grant. We may also grant continuation awards in the form of restricted share units with cliff vesting and a performance measure that must be achieved for the restricted share units to vest.

For employee recipients, in the event of termination of employment due to early retirement, with the consent of the Company, restricted shares and units granted within 12 months prior to termination are forfeited, and other restricted shares and units vest on a pro-rata basis, subject to the consent of the Compensation Committee. In the event of termination of employment due to normal retirement at age 65, restricted shares and units granted within 12 months prior to termination are forfeited, and, for other restricted shares and units, the restriction period applicable to restricted shares will lapse and the shares will vest and be transferable and all unvested units will become vested in full, subject to the consent of the Compensation Committee. In the event of a recipient's disability or death, all restricted shares and units granted within 12 months prior to termination fully vest. Termination for any other reason prior to the lapse of any restrictions or vesting of units results in forfeiture of the shares or units.

For non-employee directors, all restrictions lapse in the event of disability or death of the non-employee director. Termination of service as a director for any other reason within one year of date of grant results in a pro-rata vesting of shares or units.

As shares or units are issued, stock-based compensation equivalent to the fair value on the date of grant is expensed over the vesting period.

The following table summarizes activity related to restricted share units during the nine months ended July 31, 2025:

	Number of Units	Weighted-Average Grant Date Fair Value
Restricted share units at October 31, 2024	67	\$ 238.83
Granted	49	237.24
Forfeited	(9)	228.11
Vested	(28)	247.34
Restricted share units at July 31, 2025	<u>79</u>	<u>\$ 236.16</u>

As of July 31, 2025, there was \$11,336 of remaining expense to be recognized related to outstanding restricted share units, which is expected to be recognized over a weighted average period of 1.8 years. The amount charged to expense related to restricted share units during each of the three months ended July 31, 2025 and 2024 was \$2,167 and \$2,198, respectively, compared to charges of \$7,028 and \$6,658 for the nine months ended July 31, 2025 and 2024, respectively.

Performance Share Incentive Awards

Executive officers and selected other key employees are eligible to receive common share-based incentive awards. Payouts, in the form of unrestricted common shares, vary based on the degree to which corporate financial performance exceeds predetermined threshold, target and maximum performance goals over three-year performance periods. No payout will occur unless threshold performance is achieved.

The amount of compensation expense is based upon current performance projections and the percentage of the requisite service that has been rendered. The calculations are based upon the grant date fair value, which is principally driven by the stock price on the date of grant. The per share values were \$199.30 in 2025, and \$229.58 and \$225.14 in 2024. The amount charged to expense related to performance awards for the three months ended July 31, 2025 and 2024 was \$773 and \$771, respectively. For the nine months ended July 31, 2025 and July 31, 2024, \$3,507 and \$3,637 were charged to expense, respectively. As of July 31, 2025, there was \$8,304 of unrecognized compensation cost related to performance share incentive awards.

Deferred Compensation

Our executive officers and other highly compensated employees may elect to defer up to 100 percent of their base pay and cash incentive compensation, and for executive officers, up to 90 percent of their share-based performance incentive payout each year. Additional share units are credited for quarterly dividends paid on our common shares. Expense related to dividends paid under this plan for the three months ended July 31, 2025 and 2024 was \$32 and \$23, respectively, compared to \$90 and \$71 for the nine months ended July 31, 2025 and 2024, respectively.

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Deferred Directors' Compensation

Non-employee directors may defer all or part of their cash and equity-based compensation until retirement. Cash compensation may be deferred as cash or as share equivalent units. Deferred cash amounts are recorded as liabilities, and share equivalent units are recorded as equity. Additional share equivalent units are earned when common share dividends are declared.

The following table summarizes activity related to director deferred compensation share equivalent units during the nine months ended July 31, 2025:

	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding at October 31, 2024	65	\$ 115.66
Restricted stock units vested and deferred fees	1	\$ 235.65
Dividend equivalents	1	206.43
Distributions	(2)	77.63
Outstanding at July 31, 2025	<u>65</u>	<u>\$ 120.67</u>

The amount charged to expense related to director deferred compensation for the three months ended July 31, 2025 and 2024 was \$101 and \$91, respectively, compared to \$302 and \$226 for the nine months ended July 31, 2025 and 2024, respectively.

Warranties

We offer warranties to our customers depending on the specific product and terms of the customer purchase agreement. A typical warranty program requires that we repair or replace defective products within a specified time period (generally one year) measured from the date of delivery or first use. We record an estimate for future warranty-related costs based on actual historical return rates. Based on analysis of return rates and other factors, the adequacy of our warranty provisions is adjusted as necessary. The liability for warranty costs is included in Accrued liabilities in the Consolidated Balance Sheets.

Following is a reconciliation of the product warranty liability for the nine months ended July 31, 2025 and 2024:

	July 31, 2025	July 31, 2024
Beginning balance at October 31	\$ 13,538	\$ 14,401
Accruals for warranties	9,796	10,841
Warranty payments	(8,482)	(11,279)
Currency effect	290	(209)
Ending balance	<u>\$ 15,142</u>	<u>\$ 13,754</u>

Operating segments

We conduct business in three primary operating segments: IPS, MFS and ATS. The composition of segments and measure of segment profitability is consistent with that used by our chief operating decision maker. The primary measure used by the chief operating decision maker for purposes of making decisions about allocating resources to the segments and assessing performance is operating profit, which equals sales less cost of sales and certain operating expenses. Items below the operating profit line of the Condensed Consolidated Statements of Income (interest and investment income, interest expense and other income/expense) are excluded from the measure of segment profitability reviewed by our chief operating decision maker and are not presented by operating segment. The accounting policies of the segments are the same as those described in the Significant accounting policies Note.

Effective November 1, 2024, the MCS division was transferred from the IPS segment to the ATS segment due to an organizational change and determination that the economic and business characteristics of MCS better aligned with the Company's ATS segment. Our segment reporting reflects this change and prior year financial information was revised to be comparable.

Industrial Precision Solutions: This segment focuses on delivering proprietary dispensing and processing technology, both standard and highly customized equipment, to diverse end markets. Product lines commonly reduce material consumption, increase line efficiency through precision dispensing, and enhance product brand and appearance. Components are used for

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dispensing adhesives, coatings, paint, finishes, sealants and other materials. This segment primarily serves the industrial, agricultural, consumer durables and non-durables markets.

Medical and Fluid Solutions: This segment includes the Company's fluid management solutions for medical, high-tech industrial and other diverse end markets. Related plastic tubing, balloons, catheters, syringes, cartridges, tips and fluid connection components are used to dispense or control fluids within customers' medical devices or products, as well as production processes.

Advanced Technology Solutions: This segment focuses on products serving electronics and consumer non-durable end markets. Advanced Technology Solutions products integrate our proprietary product technologies found in progressive stages of an electronics customer's production and measurement and control processes, such as surface treatment, precisely controlled dispensing of material and test and inspection to ensure quality and reliability. Applications include, but are not limited to, semiconductors, printed circuit boards, electronic components, automotive electronics, in-line measurement sensors, gauges and analyzers.

The following table presents information about our segments:

	Industrial Precision Solutions	Medical and Fluid Solutions	Advanced Technology Solutions	Corporate	Total
Three Months Ended					
July 31, 2025					
Net external sales	\$ 350,784	\$ 219,465	\$ 171,260	\$ —	\$ 741,509
Operating profit (loss)	116,720	52,500	36,877	(18,330)	187,767
July 31, 2024					
Net external sales	\$ 348,997	\$ 166,737	\$ 145,870	\$ —	\$ 661,604
Operating profit (loss)	115,023	48,374	26,032	(22,371)	167,058
Nine Months Ended					
July 31, 2025					
Net external sales	\$ 970,079	\$ 615,883	\$ 453,905	\$ —	\$ 2,039,867
Operating profit (loss)	308,153	150,241	86,558	(47,488)	497,464
July 31, 2024					
Net external sales	\$ 1,031,717	\$ 495,229	\$ 418,493	\$ —	\$ 1,945,439
Operating profit (loss)	340,043	143,467	65,029	(53,430)	495,109

We had significant sales in the following geographic regions:

	Three Months Ended		Nine Months Ended	
	July 31, 2025	July 31, 2024	July 31, 2025	July 31, 2024
Americas	\$ 314,568	\$ 287,016	\$ 874,868	\$ 855,456
Europe	186,620	179,370	526,878	540,750
Asia Pacific	240,321	195,218	638,121	549,233
Total net external sales	\$ 741,509	\$ 661,604	\$ 2,039,867	\$ 1,945,439

Fair value measurements

The inputs to the valuation techniques used to measure fair value are classified into the following categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

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The following tables present the classification of our assets and liabilities measured at fair value on a recurring basis:

July 31, 2025	Total	Level 1	Level 2	Level 3
Assets:				
Foreign currency forward contracts ^(a)	\$ 4,274	\$ —	\$ 4,274	\$ —
Interest rate swaps ^(b)	8,662	—	8,662	—
Net investment contracts ^(c)	4,153	—	4,153	—
Total assets at fair value	<u>\$ 17,089</u>	<u>\$ —</u>	<u>\$ 17,089</u>	<u>\$ —</u>
Liabilities:				
Deferred compensation plans ^(d)	\$ 11,615	\$ —	\$ 11,615	\$ —
Interest rate swaps ^(b)	6	—	6	—
Net investment contracts ^(c)	57,454	—	57,454	—
Foreign currency forward contracts ^(a)	8,108	—	8,108	—
Total liabilities at fair value	<u>\$ 77,183</u>	<u>\$ —</u>	<u>\$ 77,183</u>	<u>\$ —</u>
October 31, 2024				
Assets:				
Foreign currency forward contracts ^(a)	\$ 3,332	\$ —	\$ 3,332	\$ —
Net investment contracts ^(c)	6,049	—	6,049	—
Total assets at fair value	<u>\$ 9,381</u>	<u>\$ —</u>	<u>\$ 9,381</u>	<u>\$ —</u>
Liabilities:				
Deferred compensation plans ^(d)	\$ 9,615	\$ —	\$ 9,615	\$ —
Net investment contracts ^(c)	20,261	—	20,261	—
Foreign currency forward contracts ^(a)	5,508	—	5,508	—
Total liabilities at fair value	<u>\$ 35,384</u>	<u>\$ —</u>	<u>\$ 35,384</u>	<u>\$ —</u>

^(a) We enter into foreign currency forward contracts to reduce the risk of foreign currency exposures resulting from receivables, payables, intercompany receivables, intercompany payables and loans denominated in foreign currencies. Foreign exchange contracts are valued using market exchange rates. These foreign exchange contracts are not designated as hedges.

^(b) The Company is exposed to changes in the fair value of certain of its fixed-rate liabilities due to changes in benchmark interest rates. The Company uses interest rate swaps to manage its exposure to changes in fair value on these instruments attributable to changes in the designated benchmark interest rate, Secured Overnight Financing Rate ("SOFR"), with the objective of minimizing the cost of borrowed funds. The Company's interest rate swaps involve the receipt of fixed-rate amounts from a counterparty in exchange for the Company making variable-rate payments without the exchange of the underlying notional amount.

^(c) Net assets of our foreign subsidiaries are exposed to volatility in foreign currency exchange rates. We utilize net investment hedges to offset the translation adjustment arising from re-measuring our investment in foreign subsidiaries. The fair value of these hedges is primarily based on the exchange rate between the currency pair of the hedge upon which settlement is based and includes an adjustment for the counterparty's or Company's credit risk. The notional amount of our net investment hedge contracts as of July 31, 2025 was \$855,821.

^(d) Executive officers and other highly compensated employees may defer up to 100% of their salary and annual cash incentive compensation and for executive officers, up to 90% of their long-term incentive compensation, into various non-qualified deferred compensation plans. Deferrals can be allocated to various market performance measurement funds. Changes in the value of compensation deferred under these plans are recognized each period based on the fair value of the underlying measurement funds.

The carrying amounts and fair values of financial instruments, other than cash and cash equivalents, receivables, accounts payable and notes payable, are shown in the table below. The carrying values of cash and cash equivalents, receivables, accounts payable and notes payable approximate fair value due to the short-term nature of these instruments.

	July 31, 2025	
	Carrying Amount	Fair Value
Long-term debt (including current portion)	\$ 2,107,089	\$ 2,143,866

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Long-term debt is valued by discounting future cash flows at currently available rates for borrowing arrangements with similar terms and conditions, which are considered to be Level 2 inputs under the fair value hierarchy. The carrying amount of long-term debt is shown net of unamortized debt issuance costs, bond discounts and interest rate swap fair value adjustment as disclosed in the Long-term debt Note.

Derivative financial instruments

The Company uses derivative instruments to manage foreign currency and interest rate risk as detailed below.

Foreign Currency Forward Contracts

We operate internationally and enter into intercompany transactions denominated in foreign currencies. Consequently, we are subject to market risk arising from exchange rate movements between the dates foreign currency transactions occur and the dates they are settled. We regularly use foreign currency forward contracts to reduce our risks related to most of these transactions. These contracts usually have maturities of 90 days or less and generally require us to exchange foreign currencies for U.S. dollars at maturity, at rates stated in the contracts. These contracts are not designated as hedging instruments under U.S. GAAP. Accordingly, the changes in the fair value of the foreign currency forward contracts are recognized in each accounting period in “Other – net” on the Condensed Consolidated Statements of Income together with the transaction gain or loss from the related balance sheet position. The settlement of these contracts is recorded in operating activities on the Condensed Consolidated Statement of Cash Flows.

For the three months ended July 31, 2025, we recognized a net loss of \$19,609 on foreign currency forward contracts and a net gain of \$16,568 from the change in fair value of balance sheet positions. For the three months ended July 31, 2024, we recognized a net gain of \$2,954 on foreign currency forward contracts and a net loss of \$3,418 from the change in fair value of balance sheet positions. For the nine months ended July 31, 2025, we recognized a net loss of \$1,658 on foreign currency forward contracts and a net loss of \$4,251 from the change in fair value of balance sheet positions. For the nine months ended July 31, 2024, we recognized a net gain of \$8,624 on foreign currency forward contracts and a net loss of \$11,035 from the change in fair value of balance sheet positions. The fair values of our foreign currency forward contract assets and liabilities are included in Receivable-net and Accrued liabilities, respectively, in our Consolidated Balance Sheets.

The following table summarizes, by currency, the foreign currency forward contracts outstanding at July 31, 2025 and 2024:

July 31, 2025 contract amounts:	Notional Sell Amounts	Notional Buy Amounts
Euro	\$ 162,281	\$ 263,630
British pound	19,819	193,734
Japanese yen	21,252	31,532
Mexican Peso	3,413	32,467
Hong Kong dollar	1,344	1,887
Singapore dollar	600	27,122
Australian dollar	1,100	10,111
Taiwan Dollar	—	8,000
Others	5,621	76,630
Total	\$ 215,430	\$ 645,113
July 31, 2024 contract amounts:	Notional Sell Amounts	Notional Buy Amounts
Euro	\$ 124,144	\$ 144,557
British pound	17,187	138,240
Mexican Peso	50	32,714
Japanese yen	18,113	26,580
Hong Kong dollar	—	1,942
Singapore dollar	2,391	22,735
Australian dollar	—	9,630
Taiwan Dollar	—	8,000
Others	3,425	71,755
Total	\$ 165,310	\$ 456,153

Nordson Corporation

We are exposed to credit-related losses in the event of nonperformance by counterparties to financial instruments. These financial instruments include cash deposits and foreign currency forward contracts. We periodically monitor the credit ratings of these counterparties in order to minimize our exposure. Our customers represent a wide variety of industries and geographic regions. For the three and nine months ended July 31, 2025 and 2024, there were no significant concentrations of credit risk.

Treasury Locks

During the fourth quarter of 2024, the Company entered into treasury locks to fix the interest rate related to \$250,000 of the \$600,000 aggregate principal amount of 2029 Notes (as defined below) issued on September 4, 2024. The derivative positions were closed when the debt was priced on September 4, 2024 with a cash settlement net payment of \$2,306 that offset changes in the benchmark treasury rate between execution of the treasury rate locks and the debt pricing date. These derivatives were designed as cash flow hedges and the deferred amount reported in AOCI is being reclassified to interest expense as payments are made on the notes through the maturity date.

Net Investment Hedges

Net assets of our foreign subsidiaries are exposed to volatility in foreign currency exchange rates. We may utilize net investment hedges to offset the translation adjustment arising from re-measuring our investment in foreign subsidiaries.

As of July 31, 2025, the Company was party to various cross currency swaps between the U.S. Dollar and Euro, Japanese Yen, Taiwan Dollar, Singapore Dollar and Chinese Yuan, which were designated as hedges of our net investments in certain foreign subsidiaries to mitigate the foreign exchange risk associated with certain investments in these subsidiaries. Any increases or decreases related to the remeasurement of the hedges are recorded in the currency translation component of Accumulated other comprehensive income (loss) within Shareholders' Equity in the Consolidated Balance Sheet until the sale or substantial liquidation of the underlying investments. A loss of \$6,868 and a loss of \$27,470, net of tax, was recorded for the three and nine months ended July 31, 2025, respectively, compared to a loss of \$6,968 and a loss of \$11,475, net of tax, for the three and nine months ended July 31, 2024, respectively.

The following table summarizes the fair values of our net investment contracts designated as net investment hedges in the Company's Condensed Consolidated Balance Sheets as of July 31, 2025:

	Prepaid expenses and other current assets	Other assets	Accrued liabilities	Other long-term liabilities
Net investment contracts	\$ 4,153	\$ —	\$ 332	\$ 57,122

Fair Value Hedges of Interest Rate Risk

The Company is exposed to changes in the fair value of certain of its fixed-rate liabilities due to changes in benchmark interest rates. The Company uses interest rate swaps to manage its exposure to changes in fair value on these instruments attributable to changes in the designated benchmark interest rate, SOFR, with the objective of minimizing the cost of borrowed funds. The Company's interest rate swaps involve the receipt of fixed-rate amounts from a counterparty in exchange for the Company making variable-rate payments without the exchange of the underlying notional amount.

The Company's interest rate swaps are designated and qualify as fair value hedges. As a result, the interest rate swaps are measured at fair value and the carrying value of the hedged debt is adjusted for the change in value related to the exposure being hedged, with both adjustments offset to earnings. Accordingly, the earnings effect of an increase in the fair value of the interest rate swaps will be substantially offset by the earnings effect of the increase in the carrying value of the hedged debt. The net impact of fair value hedge accounting for interest rate swaps is recognized in Interest expense. A loss of \$136 and a loss of \$209, net of tax, was recorded for the three and nine months ended July 31, 2025, respectively. The fair values of our interest rate swap assets are included in Prepaid expenses and other current assets and Other assets in our Consolidated Balance Sheets.

The following table provides information regarding the Company's outstanding interest rate derivatives that were used to hedge changes in fair value attributable to interest rate risk:

	Interest rate swaps - notional amount	Cumulative adjustment to long-term debt from application of hedge accounting	Carrying value of hedged debt
Interest rate swaps	\$ 300,000	\$ 8,656	\$ 308,656

Nordson Corporation
Long-term debt

A summary of long-term debt is as follows:

	July 31, 2025	October 31, 2024
Notes Payable	\$ 6,078	\$ 18,285
Revolving credit agreement, due 2028	243,000	240,000
Term loan due 2026	280,000	280,000
Senior notes, due 2025	—	8,500
Senior notes, due 2025-2027	20,000	37,143
Senior notes, due 2025-2030	130,000	190,000
5.600% Notes due 2028	350,000	350,000
5.800% Notes due 2033	500,000	500,000
4.500% Notes due 2029	600,000	600,000
	<u>2,129,078</u>	<u>2,223,928</u>
Less current maturities	336,078	103,928
Less unamortized debt issuance costs	13,751	16,359
Less bond discounts	2,160	2,444
Plus impact of interest rate swaps	8,656	—
Long-term maturities	<u>\$ 1,785,745</u>	<u>\$ 2,101,197</u>

Revolving credit agreement — In June 2023, we entered into a \$1,150,000 unsecured multi-currency credit facility with a group of banks, which provides for a term loan facility in the aggregate principal amount of \$300,000 (the "Term Loan Facility"), maturing in June 2026, and a multicurrency revolving credit facility in the aggregate principal amount of \$850,000 (the "Revolving Facility"), maturing in June 2028 (the "New Credit Agreement"). In June 2024, the Revolving Facility was amended to increase the aggregate principal amount to \$922,500. The Company borrowed and has outstanding \$280,000 on the Term Loan Facility and \$243,000 on the Revolving Facility as of July 31, 2025. The Revolving Facility permits borrowing in U.S. Dollars, Euros, Sterling, Swiss Francs, Singapore Dollars, Yen, and each other currency approved by a Revolving Facility lender. The New Credit Agreement provides that the applicable margin for (i) Risk-Free Rate ("RFR"), as defined in the New Credit Agreement, and Eurodollar Loans will range from 0.85% to 1.20% and (ii) Base Rate Loans will range from 0.00% to 0.20%, in each case, based on the Company's Leverage Ratio (as defined in the New Credit Agreement and calculated on a consolidated net debt basis). Borrowings under the New Credit Agreement bear interest at (i) either a base rate or a SOFR rate, with respect to borrowings in U.S. dollars, (ii) a eurocurrency rate, with respect to borrowings in Euros and Yen, or (iii) Daily Simple RFR, with respect to borrowings in Sterling, Swiss Francs or Singapore Dollars, plus, in each case, an applicable margin (and, solely in the case of Singapore Dollars, a spread adjustment). The applicable margin is based on the Company's Leverage Ratio. The weighted-average interest rate at July 31, 2025 was 5.48%.

Senior notes, due 2025 — These unsecured fixed-rate notes entered into in 2012 with a group of insurance companies were paid off in July of 2025.

Senior notes, due 2025-2027 — These unsecured fixed-rate notes entered into in 2015 with a group of insurance companies have a remaining weighted-average life of 1.49 years. The weighted-average interest rate at July 31, 2025 was 3.19%.

Senior notes, due 2025-2030 — These unsecured fixed-rate notes entered into in 2018 with a group of insurance companies have a remaining weighted-average life of 2.90 years. The weighted-average interest rate at July 31, 2025 was 4.08%.

5.600% Notes due 2028 and 5.800% Notes due 2033 — In September 2023, we completed an underwritten public offering of \$350,000 aggregate principal amount of 5.600% Notes due 2028 and \$500,000 aggregate principal amount of 5.800% Notes due 2033.

4.500% Notes due 2029 — In September 2024, we completed an underwritten public offering of \$600,000 aggregate principal amount of 4.500% Notes due 2029 (the "2029 Notes").

We were in compliance with all covenants at July 31, 2025, and the amount we could borrow would not have been limited by any debt covenants.

Contingencies

We are involved in pending or potential litigation regarding environmental, product liability, patent, contract, employee and other matters arising from the normal course of business. Including the environmental matter discussed below, after consultation with legal counsel, we do not believe that losses in excess of the amounts we have accrued would have a material adverse effect on our financial condition, quarterly or annual operating results or cash flows.

Environmental

We have voluntarily agreed with the City of New Richmond, Wisconsin and other potentially responsible parties to share costs associated with the remediation of the City of New Richmond municipal landfill (the "Site") and the construction of a potable water delivery system serving the impacted area down gradient of the Site. As of July 31, 2025 and October 31, 2024, our accrual for the ongoing operation, maintenance and monitoring obligation at the Site was immaterial. The liability for environmental remediation represents management's best estimate of the probable and reasonably estimable undiscounted costs related to known remediation obligations. The accuracy of our estimate of environmental liability is affected by several uncertainties such as additional requirements that may be identified in connection with remedial activities, the complexity and evolution of environmental laws and regulations, and the identification of presently unknown remediation requirements. Consequently, our liability could be greater than our current estimate. However, we do not expect that the costs associated with remediation will have a material adverse effect on our financial condition or results of operations.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following is management's discussion and analysis of certain significant factors affecting our financial condition and results of operations for the periods included in the accompanying condensed consolidated financial statements. Throughout this Quarterly Report on Form 10-Q, components may not sum to totals due to rounding.

Overview

Nordson is an innovative precision technology company that leverages a scalable growth framework expected to deliver top tier growth with leading margins and returns. We engineer, manufacture and market differentiated products and systems used for precision dispensing, applying and controlling of adhesives, coatings, polymers, sealants, biomaterials, and other fluids, to test and inspect for quality, and to treat and cure surfaces and various medical products such as: catheters, cannulas, medical balloons and medical tubing. These products are supported with extensive application expertise and direct global sales and service. We serve a wide variety of consumer non-durable, consumer durable and technology end markets including packaging, electronics, medical, appliances, energy, transportation, precision agriculture, building and construction, and general product assembly and finishing.

Our strategy for long-term growth is based on solving customers' needs globally. We were incorporated in the State of Ohio in 1954 and are headquartered in Westlake, Ohio. Our products are marketed through a network of direct operations in more than 35 countries.

As of July 31, 2025, we had approximately 7,700 employees worldwide. We have principal manufacturing operations and sources of supply in the United States in Ohio, Georgia, California, Colorado, Connecticut, Illinois, Michigan, Minnesota, Pennsylvania, Rhode Island, Tennessee, Florida, Texas, Alabama, South Carolina and Wisconsin; as well as in the People's Republic of China, Germany, Ireland, India, Israel, Italy, Mexico, the Netherlands and the United Kingdom.

Critical Accounting Policies and Estimates

A comprehensive discussion of the Company's critical accounting policies and management estimates and significant accounting policies followed in the preparation of the financial statements is included in Item 7 of our Annual Report on Form 10-K for the year ended October 31, 2024 (the "2024 Form 10-K"). There have been no significant changes in critical accounting policies, management estimates or accounting policies followed since the year ended October 31, 2024.

Nordson Corporation
Results of Operations

Below is a detailed comparison of our results of operations for the three and nine months ended July 31, 2025 and July 31, 2024.

As used throughout this Quarterly Report on Form 10-Q, geographic regions include the Americas (United States, Canada, Mexico and Central and South America), Asia Pacific and Europe.

Consolidated Financial Results

Consolidated financial results for the three months ended July 31, 2025 and July 31, 2024 were as follows:

	Three Months Ended		Change
	July 31, 2025	July 31, 2024	
<i>(In thousands except for per-share amounts)</i>			
Sales	\$ 741,509	\$ 661,604	12.1 %
Cost of sales	334,992	292,603	14.5 %
Gross margin	406,517	369,001	10.2 %
Gross margin %	54.8 %	55.8 %	(1.0)%
Selling and administrative expenses	206,539	201,943	2.3 %
Divestiture and related charges	12,211	—	100.0 %
Operating profit	187,767	167,058	12.4 %
Interest expense	(26,258)	(18,803)	39.6 %
Interest and investment income	560	1,027	(45.5)%
Other - net	(2,945)	152	(2037.5)%
Income before income taxes	159,124	149,434	6.5 %
Income tax expense	33,340	32,107	3.8 %
Net income	\$ 125,784	\$ 117,327	7.2 %

Consolidated financial results for the nine months ended July 31, 2025 and July 31, 2024 were as follows:

	Nine Months Ended		Change
	July 31, 2025	July 31, 2024	
<i>(In thousands except for per-share amounts)</i>			
Sales	\$ 2,039,867	\$ 1,945,439	4.9 %
Cost of sales	923,550	862,134	7.1 %
Gross margin	1,116,317	1,083,305	3.0 %
Gross margin %	54.7 %	55.7 %	(1.0)%
Selling and administrative expenses	606,642	588,196	3.1 %
Divestiture and related charges	12,211	—	100.0 %
Operating profit	497,464	495,109	0.5 %
Interest expense	(79,389)	(60,354)	31.5 %
Interest and investment income	2,054	3,625	(43.3)%
Other - net	(5,380)	(971)	454.1 %
Income before income taxes	414,749	437,409	(5.2)%
Income tax expense	81,909	92,293	(11.3)%
Net income	\$ 332,840	\$ 345,116	(3.6)%

Nordson Corporation
Net Sales

Net sales for the IPS, MFS and ATS segments were as follows:

	Three Months Ended				Variance - Increase (Decrease)			
	Jul 31, 2025	% of Total	Jul 31, 2024	% of Total	Organic	Acquisitions	Currency	Total
IPS	\$ 350,784	47.3%	\$ 348,997	52.8%	(2.0)%	— %	2.5 %	0.5 %
MFS	219,465	29.6%	166,737	25.2%	(0.4)%	31.0 %	1.0 %	31.6 %
ATS	171,260	23.1%	145,870	22.0%	14.6 %	— %	2.8 %	17.4 %
Total	\$ 741,509		\$ 661,604		2.1 %	7.8 %	2.2 %	12.1 %

	Nine Months Ended				Variance - Increase (Decrease)			
	Jul 31, 2025	% of Total	Jul 31, 2024	% of Total	Organic	Acquisitions	Currency	Total
IPS	\$ 970,079	47.6%	\$ 1,031,717	53.0%	(5.7)%	— %	(0.3)%	(6.0)%
MFS	615,883	30.2%	495,229	25.5%	(7.1)%	31.5 %	— %	24.4 %
ATS	453,905	22.2%	418,493	21.5%	8.0 %	— %	0.5 %	8.5 %
Total	\$ 2,039,867		\$ 1,945,439		(3.1)%	8.1 %	(0.1)%	4.9 %

Three Months Ended July 31, 2025

The IPS organic sales decrease of 2.0 percent was driven by weaker systems demand in polymer processing partially offset by broad based growth in most other product lines. MFS organic sales decreased 0.4 percent inclusive of the contract manufacturing business that is held for sale. Excluding the pending divestiture in both periods, organic sales increased 4 percent driven by medical fluid components and fluid solutions product lines. The inorganic growth of MFS is due to the acquisition of Atrion. The ATS organic sales increase of 14.6 percent was driven by robust growth in electronics dispense product lines, offset by weakness in x-ray inspections systems.

Nine Months Ended July 31, 2025

The IPS organic sales decrease of 5.7 percent was driven primarily by weaker systems demand in polymer processing and industrial coatings product lines, which was partially offset by broad based growth in most other product lines. MFS organic sales decreased 7.1 percent inclusive of the contract manufacturing business that is held for sale. Excluding the pending divestiture in both periods, organic sales decreased 2.3 percent driven by lower demand and tough year-over-year comparisons in medical interventional solutions product lines, where customer destocking trends continued to impact demand. The ATS organic sales increase of 8.0 percent was driven by robust growth in electronics dispense product lines and electronic processing and optical sensors, partially offset by weakness in x-ray inspection systems and the measurement and control product line.

Net Sales by region were as follows:

	Three Months Ended				Variance - Increase (Decrease)			
	Jul 31, 2025	% of Total	Jul 31, 2024	% of Total	Organic	Acquisitions	Currency	Total
Americas	\$ 314,568	42.4%	\$ 287,016	43.4%	(3.2)%	13.0 %	(0.2)%	9.6 %
Europe	186,620	25.2%	179,370	27.1%	(6.1)%	4.8 %	5.3 %	4.0 %
Asia Pacific	240,321	32.4%	195,218	29.5%	17.4 %	2.9 %	2.8 %	23.1 %
Total	\$ 741,509		\$ 661,604		2.1 %	7.8 %	2.2 %	12.1 %

	Nine Months Ended				Variance - Increase (Decrease)			
	Jul 31, 2025	% of Total	Jul 31, 2024	% of Total	Organic	Acquisitions	Currency	Total
Americas	\$ 874,868	42.9%	\$ 855,456	44.0%	(10.0)%	13.1 %	(0.8)%	2.3 %
Europe	526,878	25.8%	540,750	27.8%	(8.7)%	5.0 %	1.1 %	(2.6)%
Asia Pacific	638,121	31.3%	549,233	28.2%	13.1 %	3.1 %	— %	16.2 %
Total	\$ 2,039,867		\$ 1,945,439		(3.1)%	8.1 %	(0.1)%	4.9 %

Nordson Corporation
Operating Profit

Operating profit for the IPS, MFS and ATS segments were as follows:

	Three Months Ended						Increase (Decrease)	
	Jul 31, 2025	% of Sales	Jul 31, 2024	% of Sales	% of Sales Change			
IPS	\$ 116,720	33.3%	\$ 115,023	33.0%	0.3%	\$ 1,697	1.5 %	
MFS	52,500	23.9%	48,374	29.0%	(5.1)%	4,126	8.5 %	
ATS	36,877	21.5%	26,032	17.8%	3.7%	10,845	41.7 %	
Corporate	(18,330)		(22,371)			4,041	18.1 %	
Total	\$ 187,767	25.3%	\$ 167,058	25.3%	—%	\$ 20,709	12.4 %	

	Nine Months Ended						Increase (Decrease)	
	Jul 31, 2025	% of Sales	Jul 31, 2024	% of Sales	% of Sales Change			
IPS	\$ 308,153	31.8%	\$ 340,043	33.0%	(1.2)%	\$ (31,890)	(9.4)%	
MFS	150,241	24.4%	143,467	29.0%	(4.6)%	6,774	4.7 %	
ATS	86,558	19.1%	65,029	15.5%	3.6%	21,529	33.1 %	
Corporate	(47,488)		(53,430)			5,942	11.1 %	
Total	\$ 497,464	24.4%	\$ 495,109	25.4%	(1.0)%	\$ 2,355	0.5 %	

Three Months Ended July 31, 2025

IPS operating margin increased 30 basis points on flat sales volume, driven by lower restructuring costs. MFS operating margin declined 510 basis points. Excluding restructuring, costs related to the Atrion acquisition and charges associated with the exit of the medical contract manufacturing business, operating margin increased 80 basis points reflecting increased leverage of selling and administrative expenses in the core business, as well as contribution from the Atrion acquisition. ATS operating margin improved by 370 basis points driven by strong conversion on increased organic sales and the benefits of strategic cost reduction actions and manufacturing footprint optimization.

Nine Months Ended July 31, 2025

IPS operating margin declined 120 basis points due to lower sales volumes. MFS operating margin declined 460 basis points. Excluding restructuring costs related to the Atrion acquisition and charges associated with the exit of the medical contract manufacturing business, operating margin decreased 140 basis points reflecting lower organic sales demand partially offset by the impact of the Atrion acquisition. ATS operating margin improved by 360 basis points driven by strong organic sales growth and the benefits of strategic cost reduction actions and manufacturing footprint optimization.

Interest expense and Other-net

Interest expense for the three months ended July 31, 2025 was \$26,258, compared to \$18,803 in the comparable period of 2024. The increase, compared to the prior year period, was primarily due to higher average debt levels, driven by acquisitions. Other-net for the three months ended July 31, 2025 was expense of \$2,945 compared to income of \$152 in the comparable period of 2024. Included in other-net for the three months ended July 31, 2025 were pension and postretirement income of \$1,008 and \$3,041 of foreign currency losses. Included in other-net for the three months ended July 31, 2024 were pension and postretirement income of \$1,028 and \$464 in foreign currency losses.

Interest expense for the nine months ended July 31, 2025 was \$79,389, compared to \$60,354 in the comparable period of 2024. The increase, compared to the prior year period, was primarily due to higher average debt levels, driven by acquisitions. Other-net was expense of \$5,380 compared to expense of \$971 in the comparable period of 2024. Included in other-net for the nine months ended July 31, 2025 were pension and postretirement income of \$3,042 and \$5,909 of foreign currency losses. Included in other-net for the nine months ended July 31, 2024 were pension and postretirement income of \$3,085 and \$2,411 in foreign currency losses.

Income Tax Expense

We record our interim provision for income taxes based on our estimated annual effective tax rate, as well as certain items discrete to the current period. Significant judgment is involved regarding the application of global income tax laws and regulations and when projecting the jurisdictional mix of income. We have considered several factors in determining the probability of realizing deferred income tax assets including forecasted operating earnings, available tax planning strategies and

Nordson Corporation

the time period over which the temporary differences will reverse. We review our tax positions on a regular basis and adjust the balances as new information becomes available. The effective tax rates for both the three and nine months ended July 31, 2025 were 21.0% and 19.7%, respectively, compared to 21.5% and 21.1%, respectively, for the same periods in 2024. Excluding a discrete tax impact related to the divestiture and related charges taken in the third quarter of 2025, the effective tax rates for the three and nine months ended July 31, 2025 were 19.4% and 19.2%, respectively. The effective tax rate for the nine months ended July 31, 2025 is lower than the U.S. tax rate of 21% primarily due to the foreign-derived intangible income deduction.

Net Income

Net income was \$125,784, or \$2.22 per diluted share, for the three months ended July 31, 2025, compared to net income of \$117,327, or \$2.04 per diluted share, in the same period of 2024. This represented a 7.2 percent increase in net income and a 8.8 percent increase in diluted earnings per share. The increase in net income and increase of \$0.18 per diluted share was primarily driven by higher operating profit, partially offset by higher interest expense due to prior year's acquisitions and the divestiture and related charges associated with exiting the medical contract manufacturing business.

Net income was \$332,840, or \$5.83 per diluted share, for the nine months ended July 31, 2025, compared to net income of \$345,116, or \$5.99 per diluted share, in the same period of 2024. This represented a 3.6 percent decrease in net income and a 2.7 percent decrease in diluted earnings per share. The decrease in net income and decrease of \$0.16 per diluted share was primarily driven by higher interest expense due to prior year's acquisition and the divestiture and related charges associated with exiting the medical contract manufacturing business.

Foreign Currency Effects

It is not possible to precisely measure the impact on operating results arising from foreign currency exchange rate changes, because of changes in selling prices, sales volume, product mix and cost structure in each country in which we operate. However, if transactions for the three months ended July 31, 2025 were translated at exchange rates in effect during the same period of 2024, we estimated that sales would have been approximately \$13,000 lower while costs of sales and selling and administrative expenses would have been approximately \$8,000 lower. If transactions for the nine months ended July 31, 2025 were translated at exchange rates in effect during the same period of 2024, we estimated that sales would have been approximately \$3,000 higher while costs of sales and selling and administrative expenses would have been approximately \$500 lower.

Other Trends

Changes in trade policies, tariffs, and other import/export regulations of the U.S. and other nations did not have a material impact on our financial results for the nine months ended July 31, 2025. However, the Company does have sales and purchases that could be negatively impacted by recent tariff actions. The Company continues to actively work to minimize the impact of these changes and mitigate risk.

Nordson Corporation
Financial Condition
Liquidity and Capital Resources

Cash and cash equivalents increased \$31,836 during the nine months ended July 31, 2025. Approximately 82 percent of our consolidated cash and cash equivalents were held at various foreign subsidiaries as of July 31, 2025.

A comparison of cash flow changes for the nine months ended July 31, 2025 to the nine months ended July 31, 2024 is as follows:

	Nine Months Ended		Increase (Decrease)
	July 31, 2025	July 31, 2024	
Net Income and non-cash items	\$ 469,659	\$ 460,197	\$ 9,462
Changes in operating assets and liabilities	46,605	(385)	46,990
Net cash provided by operating activities	516,264	459,812	56,452
Additions to property, plant and equipment	(49,002)	(43,786)	(5,216)
Other - net	4,272	8,896	(4,624)
Net cash used in investing activities	(44,730)	(34,890)	(9,840)
Payments of long-term debt - net	(94,664)	(244,355)	149,691
Repayment of finance lease obligations	(4,083)	(4,505)	422
Dividends paid	(133,008)	(116,789)	(16,219)
Issuance of common shares	5,419	29,142	(23,723)
Purchase of treasury shares	(218,194)	(34,105)	(184,089)
Net cash used in financing activities	\$ (444,530)	\$ (370,612)	\$ (73,918)

Additions to property, plant and equipment were largely driven by productivity and growth projects, including a new manufacturing facility.

We have a \$1,150,000 unsecured multi-currency credit facility with a group of banks that provides for a term loan facility in the aggregate principal amount of \$300,000, maturing in June 2026, and a multicurrency revolving credit facility in the aggregate principal amount of \$850,000, maturing in June 2028. At July 31, 2025, we had \$280,000 outstanding on the term loan facility and \$243,000 outstanding on the revolving credit facility.

Our operating performance, balance sheet position and financial ratios for nine months ended July 31, 2025 remained strong. The Company is well-positioned to manage liquidity needs that arise from working capital requirements, capital expenditures and contributions related to pension and postretirement obligations, as well as principal and interest payments on our outstanding debt. Our primary sources of capital to meet these needs, as well as other opportunistic investments, are a combination of cash on hand, which was \$147,788 as of July 31, 2025, cash provided by operations, which was \$516,264 for the nine months ended July 31, 2025, and available borrowings under our loan agreements and unused bank lines of credit, which totaled \$824,120 as of July 31, 2025. Cash from operations, which, when combined with our available borrowing capacity and ready access to capital markets, is expected to be more than adequate to fund our liquidity needs over the twelve months and the foreseeable future thereafter. The Company believes it has the ability to generate and obtain adequate amounts of cash to meet its long-term needs for cash. However, the impact of changes in trade policies, tariffs, and other import/export regulations of the U.S. and other nations could negatively impact our cash flow from operations and liquidity in future periods.

Safe Harbor Statements Under the Private Securities Litigation Reform Act of 1995

This Quarterly Report on Form 10-Q, particularly “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” contains forward-looking statements within the meaning of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the Private Securities Litigation Reform Act of 1995. Such statements relate to, among other things, income, earnings, cash flows, changes in operations, operating improvements, businesses in which we operate and the United States and global economies. Statements in this Quarterly Report on Form 10-Q that are not historical are hereby identified as “forward-looking statements” and may be indicated by words or phrases such as “anticipates,” “supports,” “plans,” “projects,” “expects,” “believes,” “should,” “would,” “could,” “hope,” “forecast,” “management is of the opinion,” use of the future tense and similar words or phrases. These forward-looking statements reflect management’s current expectations and involve a number of risks and uncertainties. These risks and uncertainties include, but are not limited to, U.S. and international economic and political conditions; financial and market conditions; currency exchange rates and devaluations; possible acquisitions and the Company’s ability to complete and successfully integrate acquisitions, including the integration of Atrion; the Company’s ability to successfully divest or dispose of businesses that are deemed not to fit with its strategic plan; the effects of changes in U.S. trade policy and trade agreements, including changes in tariffs by the U.S. or other nations; the effects of changes in tax law; and the possible effects of events beyond our control, such as political unrest, including the conflicts in Europe and the Middle East, acts of terror, natural disasters and pandemics.

In light of these risks and uncertainties, actual events and results may vary significantly from those included in or contemplated or implied by such forward-looking statements. Readers are cautioned not to place undue reliance on such forward-looking statements. These forward-looking statements speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Factors that could cause our actual results to differ materially from the expected results are discussed in Part I, Item 1A, Risk Factors in our 2024 Form 10-K and Part II, Item 1A, Risk Factors in the Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information regarding our financial instruments that are sensitive to changes in interest rates and foreign currency exchange rates was disclosed under Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in our 2024 Form 10-K. The information disclosed has not changed materially in the interim period since then.

ITEM 4. CONTROLS AND PROCEDURES

Our management with the participation of the principal executive officer (president and chief executive officer) and principal financial officer (executive vice president and chief financial officer) has reviewed and evaluated our disclosure controls and procedures (as defined in the Exchange Act Rule 13a-15(e)) as of July 31, 2025. Based on that evaluation, our management, including the principal executive and financial officers, has concluded that our disclosure controls and procedures were effective as of July 31, 2025 in ensuring that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and is accumulated and communicated to management, including the principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the three months ended July 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II – OTHER INFORMATION
ITEM 1. LEGAL PROCEEDINGS

See our Contingencies Note to the condensed consolidated financial statements for a discussion of our contingencies and legal matters.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors disclosed in “Item 1A. Risk Factors” of our 2024 Form 10-K. Other than as set forth below, there have been no material changes to the risk factors described in the 2024 Form 10-K.

Changes to trade policies, tariffs, and other import/export regulations of the U.S. and other nations may create uncertainty in the global market and have a material adverse effect on our business, financial condition, and results of operations.

Changes in trade policies, tariffs, and other import/export regulations of the U.S. and other nations could change how we transact business, who we trade with, affect our relationships with customers and suppliers, and negatively impact our sales, margins and profitability. As a result, these government trade actions may create significant uncertainty in the global market and may have a material adverse impact on our business, financial condition and results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table summarizes common shares repurchased by the Company during the three months ended July 31, 2025:

<i>(In whole shares)</i>	Total Number of Shares Repurchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Repurchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Maximum Value of Shares that May Yet Be Purchased Under the Plans or Programs ⁽²⁾
May 1, 2025 to May 31, 2025	79,778	\$ 194.13	79,663	\$ 367,085
June 1, 2025 to June 30, 2025	116,187	\$ 215.52	115,956	\$ 342,094
July 1, 2025 to July 31, 2025	140,403	\$ 219.04	140,160	\$ 311,394
Total	<u>336,368</u>	<u>\$ 211.92</u>	<u>335,779</u>	<u>\$ 311,394</u>

⁽¹⁾ Includes shares tendered for taxes related to stock option exercises and vesting of restricted stock.

⁽²⁾ In December 2014, the board of directors authorized a \$300,000 common share repurchase program. In August 2015, the board of directors authorized the repurchase of up to an additional \$200,000 of the Company’s common shares. In August 2018, the board of directors authorized the repurchase of an additional \$500,000 of the Company’s common shares. In September 2022, the board of directors authorized the repurchase of up to an additional \$500,000 of the Company’s common shares. Approximately \$311,394 of the total \$1,500,000 authorized remained available for share repurchases at July 31, 2025. In August 2025, the board of directors authorized the repurchase of an additional \$500,000 of the Company’s common shares. Uses for repurchased shares include the funding of benefit programs including stock options and restricted stock. Shares purchased are treated as treasury shares until used for such purposes. The repurchase program will be funded using cash from operations and proceeds from borrowings under our credit facilities. The repurchase program does not have an expiration date.

ITEM 5. OTHER INFORMATION

During the quarter ended July 31, 2025, no director or officer (as defined in Rule 16a-1(f) promulgated under the Exchange Act) of the Company adopted or terminated any “Rule 10b5-1 trading arrangement” or any “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408 of Regulation S-K, except as described in the table below:

Trading Arrangement						
	Action	Action Date	Rule 10b5-1 ¹	Non-Rule 10b5-1 ²	Total Shares to be Sold	Expiration Date
Stephen P. Lovass, Executive Vice President	Terminated ³	6/1/2025	x		Up to 2,237 shares	1/16/2026

¹ Intended to satisfy the affirmative defense of Rule 10b5-1(c)

² Not intended to satisfy the affirmative defense of Rule 10b5-1(c)

³The trading arrangement was terminated in connection with Mr. Lovass' separation from the Company, effective June 1, 2025.

ITEM 6. EXHIBITS

10.1	Separation agreement between Stephen Lovass and Nordson Corporation, effective June 1, 2025
31.1	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934 by the Chief Executive Officer, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934 by the Chief Financial Officer, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101	The following financial information from Nordson Corporation’s Quarterly Report on Form 10-Q for the three and nine months ended July 31, 2025 formatted in inline Extensible Business Reporting Language (iXBRL): (i) the Condensed Consolidated Statements of Income for the three and nine months ended July 31, 2025 and 2024, (ii) the Consolidated Statements of Comprehensive Income for the three and nine months ended July 31, 2025 and 2024, (iii) the Consolidated Balance Sheets at July 31, 2025 and October 31, 2024, (iv) the Consolidated Statements of Shareholders’ Equity for the three and nine months ended July 31, 2025 and 2024, (v) the Condensed Consolidated Statements of Cash Flows for the nine months ended July 31, 2025 and 2024, and (vi) the Notes to Condensed Consolidated Financial Statements.
104	The cover page from Nordson Corporation’s Quarterly Report on Form 10-Q for the quarter ended July 31, 2025, formatted in inline Extensible Business Reporting Language (iXBRL) (included in Exhibit 101).

SIGNATURE

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.

Date: August 21, 2025

Nordson Corporation

/s/ Joseph Rutledge

Joseph Rutledge
Chief Accounting Officer

SEPARATION AGREEMENT

This Separation Agreement (this “Agreement”) is made and entered into effective June 1 by and between Stephen Lovass (“Executive”) and Nordson Corporation (the “Company”). The Company and Executive are sometimes collectively referred to herein as the Parties and individually as a Party. As used in this Agreement, the term “affiliate” shall mean any entity controlled by, controlling, or under common control with, the Company.

WHEREAS, Executive and the Company have determined to provide for the termination of Executive’s employment with the Company and its affiliates on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Separation. Effective as of June 1, 2025 (the “Separation Date”), Executive’s employment with the Company and its affiliates shall end and Executive shall cease to be an employee and officer of any and all of the foregoing without any further action or notice. In addition, effective as of as the Separation Date, Executive hereby resigns from (a) any and all directorships Executive may hold with the Company’s affiliates and (b) all positions Executive may hold with any other entities for which the Company or its affiliates have requested Executive to perform services. Executive hereby agrees to execute any and all documentation to effectuate such resignations upon request by the Company, but he shall be treated for all purposes as having so resigned on the Separation Date, regardless of when or whether he executes any such documentation.

2. Accrued Benefits. The Company will pay and provide to Executive the following payments and benefits:

(a) Salary and Vacation Pay. Within 30 calendar days after the Separation Date, or such earlier date as required by law, the Company will issue Executive’s final paycheck, reflecting (i) Executive’s earned but unpaid base salary through the Separation Date, and (ii) Executive’s accrued but unused vacation pay.

(b) Expense Reimbursements. Within 30 calendar days following the Separation Date, the Company will reimburse Executive for any reasonable unreimbursed business expenses actually and properly incurred by Executive in connection with carrying out Executive’s duties with the Company through the Separation Date in accordance with the Company’s applicable business expense reimbursement policies, which expenses will be submitted by Executive to the Company with supporting receipts and/or documentation no later than 10 calendar days after the Separation Date.

(c) Other Benefits. Except as otherwise specifically provided in this Agreement, all Company-provided benefits shall cease to accrue on the Separation Date, including but not limited to, accrual of vacation, short or long-term disability leave, pension,

retirement and other benefits. To the extent not theretofore paid or provided, the Company shall pay or provide, or cause to be paid or provided, to Executive any vested amounts or benefits required to be paid or provided or which Executive is eligible to receive under the Company's (or an affiliate's) retirement plans or welfare benefit plans, in each case in accordance with the terms, conditions and normal procedures of each such plan and based on accrued and vested benefits through the Separation Date.

3. Separation Benefits. In consideration of, and subject to and conditioned upon Executive's timely execution and non-revocation of the Release of Claims attached as Exhibit A to this Agreement and incorporated herein (the "Release") and the effectiveness of such Release as provided in Section 4 of this Agreement, and provided that Executive has fully complied with Executive's obligations set forth in Section 6 of this Agreement, the Company will pay or provide to Executive the following payments and benefits, consistent with treatment of Executive's separation as an involuntary termination, which payments and benefits Executive acknowledges and agrees constitute adequate and valuable consideration, in and of themselves, for the promises contained in this Agreement:

(a) Severance. The Company shall pay to Executive an amount equal to \$786,000, payable in a single lump sum in cash, and subject to applicable withholdings, within 30 calendar days following the date that is six months and one day after the Separation Date.

(b) Pro-Rated Annual Incentive. Executive will be eligible to receive an annual incentive for fiscal year 2025 under the Company's annual incentive program on the same terms as other Company employees, based on actual performance of the Company in fiscal year 2025 relative to applicable performance objectives for the year, without regard to any discretionary adjustments that have the effect of reducing the amount of the annual incentive, other than discretionary adjustments applicable to all similarly-situated executives who did not terminate employment, and pro-rated for the number of days Executive is employed during the Company's 2025 fiscal year through and including the Separation Date. The annual incentive shall be payable in a single lump sum in cash at the same time that payments are made to other participants in the Company's annual incentive program for the Company's 2025 fiscal year whose employment is not terminated prior to the end of the fiscal year.

(c) Cash Payment for COBRA. The Company shall pay to Executive an amount equal to \$46,759.20, which is equivalent to one year of COBRA coverage based on applicable rates in effect as of the Separation Date, payable in a single lump sum in cash, and subject to applicable withholdings, within 30 calendar days following the effective date of the Release as provided in Section 4 of this Agreement.

(d) Treatment of Equity Awards. Executive's stock options, restricted share units and performance share awards outstanding under the Company's applicable equity compensation plans (the "Equity Plans") as of the Separation Date shall be treated as follows:

(i) Executive's outstanding stock options that were granted on or before December 1, 2022 will continue to vest on the scheduled vesting dates and will

remain exercisable until the earlier of (A) the fifth anniversary of the Separation Date (June 1, 2030) or (B) the original expiration date of the applicable stock option award;

(ii) Executive's outstanding restricted share units that were granted on or before December 1, 2022 will vest on a pro-rated basis (rounded to the nearest whole number), determined based on the ratio of (A) the number of full months of employment in the period from the grant date of the applicable award through the Separation Date to (B) the number of full months in the applicable restriction period;

(iii) Executive's outstanding performance share units that were granted on or before December 1, 2022 will vest, to the extent (if any) earned based on actual performance results during the full performance period of the applicable award, on a pro-rated basis (rounded to the nearest whole number), determined based on the ratio of (A) the number of days of employment during the portion of the applicable performance period ending on the Separation Date to (B) the number of days in the applicable performance period.

Except as otherwise provided above in this Section 3(d), Executive's equity awards will be treated in accordance with the terms and conditions of the applicable Equity Plans and award agreements. Without limiting the foregoing, and for purposes of clarity, in accordance with their terms, any unvested stock options or restricted share units granted to Executive less than twelve months prior to the Separation Date will be forfeited without further action or notice on the Separation Date, and Executive thereafter shall have no further rights whatsoever with respect to any such forfeited stock options and restricted share units.

(e) Outplacement. The Company shall, at its sole expense as incurred, provide Executive with outplacement services from a recognized outplacement service provider selected by the Company for up to six months after the Separation Date, at a total cost to the Company not to exceed \$10,000.

(f) Financial Planning. The Company shall, at its sole expense as incurred, provide Executive with financial and tax planning services from a mutually agreed upon recognized financial and tax planning service provider with respect to the Executive's 2025 tax year, at a cost to the Company not to exceed \$5,000.

4. Release of Claims. Executive agrees that, as a condition to Executive's right to receive the payments and benefits set forth in Section 3 of this Agreement, within 21 calendar days following the Separation Date (the "Release Period"), and in no event earlier than the Separation Date, Executive shall execute and deliver the Release to the Company. If Executive fails to execute and deliver the Release to the Company during the Release Period, or if the Release is revoked by Executive or otherwise does not become effective and irrevocable in accordance with its terms, then Executive will not be entitled to any payments or benefits under Section 3 of this Agreement.

5. No Other Benefits. Executive acknowledges that the payments and benefits provided pursuant to this Agreement will constitute full and complete satisfaction of any and all

amounts properly due and owing to Executive as a result of Executive's employment with the Company and its affiliates and the termination thereof.

6. Covenants, Representations and Restrictions.

(a) General. Executive agrees and acknowledges that in Executive's position as an officer of the Company, and in the course of Executive's employment with the Company, Executive has been provided with extensive, special and unique access to Confidential Information of Nordson (as such terms are defined below), subject in each case to Executive's fiduciary duties and other legal obligations to the Company to protect the confidentiality thereof and to avoid and prevent the unauthorized disclosure thereof. In light of the foregoing, and in consideration of the benefits to be provided to Executive pursuant to this Agreement, Executive agrees and acknowledges that the covenants, representations, and restrictions set forth in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects and are essential to protect the value of the business and the assets of Nordson, including, without limitation, its Confidential Information. Executive further agrees and acknowledges that, particularly in light of the highly competitive nature of Nordson's business and the nature and extent of Executive's access to Confidential Information, any breach or threatened breach by Executive of any of the covenants, representations, and restrictions set forth in this Section 6 would cause substantial and irreparable injury to the Company, and therefore, in the event of a breach or threatened breach by Executive of any of such covenants, representations, and restrictions, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, and/or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available, to restrain Executive from such breach or threatened breach; provided, however, that the right to apply for such relief shall not be construed as prohibiting the Company from pursuing any other available remedies for such breach or threatened breach, such as, without limitation, the forfeiture or recovery of separation benefits from Executive pursuant to Section 6(g) of this Agreement.

(b) Confidential Information and Trade Secrets.

(i) Executive agrees not to use or disclose any Confidential Information following the Separation Date. "Confidential Information" means information possessed by Company, and all of its divisions, subsidiaries, affiliates, and predecessors (collectively, ("Nordson"), owned or controlled by Nordson anywhere in the world. Executive agrees not to use or disclose any Confidential Information about Nordson and its business activities not generally known which is used or is useful in the conduct of Nordson's business, or which confers or tends to confer a competitive advantage over one who does not possess the information. Confidential Information includes trade secrets, know-how, information about existing, new or envisioned Nordson products and processes and their development and performance, any scientific, engineering, or technical information, computer software and firmware, business and financial information, unpublished lists of names, and information relating to manufacturing, purchasing, inventories, data processing, human resources, personnel, business strategies, marketing, sales, pricing, costs and quotations, and specifically

includes all confidential internal projects, plans, or proposals that Executive is or has been a member of or in regards to which Executive has signed or been required to adhere to specific confidentiality obligations. Confidential Information also includes information received by Nordson from others which Nordson has an obligation to treat as confidential. Executive understands that this provision shall continue to bind Executive only so long as such information remains Confidential Information.

(ii) Notwithstanding the above obligations, and under the U.S. Defend Trade Secrets Act of 2016 (“DTSA”), Executive understands that Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, under the DTSA, Executive understands that if Executive files a lawsuit for retaliation for reporting a suspected violation of law, Executive may disclose the trade secret to Executive’s attorney and use the trade secret information in the court proceeding, so long as Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

(b) Non-Competition. Executive agrees that, for a period of one year immediately following the Separation Date, Executive will not, either as principal, agent, consultant, employee or otherwise, render services similar to those Executive rendered to the Company to or on behalf of any person, entity, business or activity that is engaged in, or has taken steps toward engaging in, the development, manufacture, marketing, sale, servicing or provision of any product, process, system or service which is the same or similar to, or otherwise competes with, a product, process, system or service developed, manufactured, marketed, sold, serviced or otherwise provided by Nordson to its customers.

(c) Non-Solicitation. Executive agrees that, for a period of one year immediately following the Separation Date, Executive will not directly or indirectly, solicit away from Nordson, any person or entity that:

(i) Is or was a customer of Nordson at any time during the one-year period immediately preceding the Separation Date, and with whom Executive dealt directly or indirectly, and/or about whom Executive had access to Confidential Information, during that same one-year period; and/or

(ii) Has been actively pursued as a prospective customer of Nordson at any time during the one-year period immediately preceding the Separation Date, and with whom Executive dealt, directly or indirectly, and/or about whom Executive had access to Confidential Information, during that same one-year period, and in respect of whom Nordson has not determined to cease all such pursuit; and/or

(iii) Is or was an officer, director, employee, independent contractor or agent of Nordson at any time during the one-year period immediately preceding the Separation Date.

(d) Non-Disparagement. The Parties agree that they will not make or cause to be made any statements or communications that reasonably may have the effect of disparaging, or of diminishing or damaging the goodwill and reputation, of the other or any of the releasees described in the Release.

(e) Certain Representations Regarding Company Property and Return of Property and Information. Executive acknowledges that Confidential Information is the exclusive property of the Company. On or before the Separation Date, Executive shall return all of the Company's property and documents, including any personally identifiable information, and any proprietary or confidential information or data of, or retained by, the Company, that is in Executive's possession or control, or in the possession or control of a third party acting on behalf of Executive. Executive represents that: (A) Executive is not retaining, and has not impermissibly disclosed, any programs, passwords, or information that would allow Executive to access the Company's non-public electronic systems, networks, assets, or environment; (B) Executive is not retaining access to any passwords or information that would allow Executive to access the Company's non-public electronic systems, networks, assets, or environment; and (C) Executive is not retaining any copies of any correspondence, memoranda, reports, notebooks, drawings, photographs or other documents in any form whatsoever (including information contained in computer or other electronic memory or on any computer or electronic storage device) relating in any way to the affairs of the Company and which were entrusted to Executive or obtained by Executive at any time during Executive's employment with the Company.

(f) Cooperation. Following the Separation Date, Executive will, without any additional compensation or any additional consideration, aside from the payments and benefits provided pursuant to Section 3 of this Agreement, respond to reasonable requests for information from the Company regarding matters that may arise in the Company's business, provided that such requests do not unreasonably interfere with any professional responsibilities that Executive may have after the Separation Date. The Parties further agree that, following the Separation Date, Executive will reasonably cooperate with the Company, its advisors and its legal counsel with respect to any litigation that is pending against the Company and its affiliates and any claim or action that may be filed against the Company and its affiliates in the future, provided that such cooperation does not unreasonably interfere with any professional responsibilities that Executive may have after the Separation Date. Such cooperation shall include making Executive available at reasonable times and places for interviews, reviewing documents, testifying in a deposition or a legal or administrative proceeding, and providing advice to the Company in preparing defenses to any pending or potential future claims against the Company and its affiliates. The Company agrees to (or to cause one of its affiliates to) pay/reimburse Executive for any approved travel expenses reasonably incurred as a result of Executive's cooperation with the Company pursuant to this Section 6(f), with any such payments/reimbursements to be made in accordance with the Company's expense reimbursement policy as in effect from time to time.

(g) Clawback; Harmful Activity, Etc.

(i) Any payments or benefits provided pursuant to this Agreement are subject to forfeiture or repayment to the Company to the extent provided pursuant to the Company's Clawback Policy, as in effect from time to time.

(ii) Further, and without limiting the foregoing, Executive's equity awards described in Section 3(d) of this Agreement are subject to forfeiture or repayment to the Company to the extent provided in the applicable award agreement in the event of Executive's Harmful Activity (as defined in the applicable award agreement).

(h) Certain Protected Activity. Nothing in this Agreement prohibits Executive from discussing or disclosing allegations relating to sexual harassment or sexual assault, or from discussing terms and conditions of employment or otherwise engaging in activity protected by Section 7 of the National Labor Relations Act. Further, nothing in this Agreement prohibits Executive from reporting possible violations of federal, state or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures, and Executive is not required to notify the Company that Executive has made such reports or disclosures. Executive further acknowledges that nothing in this Agreement limits Executive's ability to receive an award for information provided to any government agencies.

7. Miscellaneous.

(a) Section 409A. The Parties intend that any payments and benefits under this Agreement either comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or are exempt therefrom, and this Agreement will be interpreted and administered in accordance with such intent. For purposes of Section 409A, each installment paid pursuant to Section 3 of this Agreement shall be treated as a separate payment. The Parties hereby acknowledge and agree that the payments and benefits due to Executive under Section 3 above are payable or provided on account of Executive's "separation from service" within the meaning of Section 409A. Notwithstanding any provision of this Agreement to the contrary, to the extent required to comply with Section 409A, any payment or benefit under this Agreement that is considered nonqualified deferred compensation subject to Section 409A will be paid no earlier than (i) the date that is six months and one day after Executive's separation from service, or (ii) the date of Executive's death. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement. Further, to the extent required to comply with Section 409A, any taxable reimbursements or in-kind benefits provided under this Agreement shall be subject to the following rules: (x) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (y) any reimbursement of an eligible expense shall be paid to the Participant on or before the last day of

the calendar year following the calendar year in which the expense was incurred; and (z) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit. While the Parties intend for payments and benefits under this Agreement to comply with or be exempt from Section 409A, the Company does not warrant or guarantee that any payments or benefits hereunder will qualify for favorable tax treatment under Section 409A or any other provision of federal, state, local, or other tax law, and the Company shall not be liable to Executive for any tax, interest, or penalties Executive may as a result of this Agreement.

(b) Withholding. The Company or its affiliates, as applicable, may withhold from any amounts payable or benefits provided under this Agreement such federal, state, local, foreign or other taxes as will be required to be withheld pursuant to any applicable law or regulation. Notwithstanding the foregoing, Executive will be solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on Executive in connection with this Agreement, and neither the Company nor its affiliates will have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes, interest or penalties.

(c) Severability. In construing this Agreement, if any portion of this Agreement should be found to be invalid or unenforceable, the remaining terms and provisions of this Agreement will be given effect to the maximum extent permitted without considering the void, invalid or unenforceable provision.

(d) Successors. This Agreement is personal to Executive and without the prior written consent of the Company will not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement will inure to the benefit of and be enforceable by Executive's surviving spouse, heirs and legal representatives. This Agreement will inure to the benefit of and be binding upon the Company and its affiliates, and their respective successors and assigns.

(e) Final and Entire Agreement; Amendment. This Agreement, together with the Release, represents the final and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matter hereof, including but not limited to any Employee Invention, Confidentiality and Non-Compete Agreement, or other similar agreement by any other name or title, previously executed by Executive. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties, and stating the intent of the Parties to amend this Agreement.

(f) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to conflict of laws principles. Each Party (i) agrees that any action shall be brought only in a state or federal court located in the State of Ohio, (ii) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts, and (iii) irrevocably waives any objection,

including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions.

(g) Notices. All notices and other communications hereunder will be in writing and will be given by hand delivery or via e-mail to the other Party or by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows:

If to Executive: at Executive's most recent physical and personal email address on the records of the Company.

If to the Company:

Nordson Corporation
Attn: General Counsel
28601 Clemens Road
Westlake, OH 44145
Mobile: 1.440.370.4991
Email: jennifer.mcdonough@nordson.com

or to such other address as either Party will have furnished to the other in writing in accordance herewith. Notice and communications will be effective on the date of delivery if delivered by hand or e-mail, on the first business day following the date of dispatch if delivered utilizing overnight courier, or three business days after having been mailed, if sent by registered or certified mail.

(h) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic transmission), each of which will be deemed an original, but all of which taken together will constitute one original instrument.

(i) Representation by Counsel. Each of the Parties acknowledges that such Party has had the opportunity to consult with legal counsel of such Party's choice prior to the execution of this Agreement. Without limiting the generality of the foregoing, Executive acknowledges that Executive has had the opportunity to consult with Executive's own independent legal counsel to review this Agreement for purposes of compliance with the requirements of Section 409A or an exemption therefrom, and that Executive is relying solely on the advice of Executive's independent legal counsel for such purposes. Moreover, the Parties acknowledge that they have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the date first above written.

NORDSON CORPORATION

/s/ Sarah Siddiqui

By: Sarah Siddiqui

Its: Executive Vice President and Chief Human Resources Officer

EXECUTIVE

/s/ Stephen Lovass

Stephen Lovass

EXHIBIT A
RELEASE OF CLAIMS

This Release of Claims (this “Release”) is made and entered into as of June 2, 2025, by and between Nordson Corporation (the “Company”), on behalf of itself, its parents, subsidiaries, and other corporate affiliates, and each of their respective present and former employees, officers, directors, owners, shareholders, and agents, individually and in their official capacities (collectively referred to as the “Company Group”), and Stephen Lovass (“Executive”).

1. Employment Status. Executive’s employment with the Company and its affiliates terminated effective as of June 1, 2025 (the “Separation Date”).

2. Payments and Benefits. In consideration of Executive’s execution of and non-revocation of this Release, and compliance with the Separation Agreement, the Company shall pay Executive the separation benefits set forth in Section 3 of the Separation Agreement between Executive and the Company dated May 30, 2025, (the “Separation Agreement”).

3. No Liability. This Release does not constitute an admission by the Company or any of its parents, subsidiaries, affiliates, divisions, officers, directors, partners, agents, or employees, or by Executive, of any unlawful acts or of any violation of federal, state or local laws.

4. Executive’s Release of the Company. In consideration of the payments and benefits described in Section 2 of this Release, Executive, on Executive’s own behalf and for Executive’s heirs, administrators, representatives, executors, successors and assigns (collectively, “Releasers”) does hereby irrevocably and unconditionally release, acquit and forever discharge the Company and the Company Group, and each of its officers, directors, partners, agents, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, “Releasees”), and each of them, from any and all claims, demands, actions, causes of action, costs, expenses, attorney fees, and all liability whatsoever, whether known or unknown, fixed or contingent, which Executive has, had, or may ever have against the Releasees relating to or arising out of Executive’s employment or separation from employment with the Company Group, from the beginning of time and up to and including the date Executive executes this Release. This Release includes, without limitation, (a) law or equity claims; (b) contract (express or implied) or tort claims; (c) claims for wrongful discharge, retaliatory discharge, libel, slander, defamation, unpaid compensation, wage and hour violations, intentional infliction of emotional distress, fraud, public policy contract or tort, and implied covenant of good faith and fair dealing, whether based in common law or any federal, state or local statute; (d) claims under or associated with any of the Company Group’s incentive or equity compensation plans or arrangements; (e) claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, sexual orientation, or any other form of discrimination, harassment, or retaliation (including without limitation under any and all claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested

benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the National Labor Relations Act (NLRA), the Age Discrimination in Employment Act (ADEA), as also amended by the Older Workers Benefit Protection Act (OWBPA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner); and (f) any other statutory or common law claims related to Executive's employment with the Company Group or the separation of Executive's employment with the Company Group.

Notwithstanding the foregoing provisions of this Section 4, nothing herein will release the Company Group from (i) any obligation under the Separation Agreement; (ii) any obligation to provide all benefit entitlements under any Company benefit or welfare plan that were vested as of the Separation Date; (iii) Executive's rights of advancement, indemnification and directors and officers liability insurance, if any, as applicable and as in effect as of the Separation Date; and (iv) any rights or claims that relate to events or circumstances that occur after the date that Executive executes this Release. In addition, nothing in this Release is intended to interfere with Executive's right to file a charge with the Equal Employment Opportunity Commission and/or the National Labor Relations Board, or any equivalent state or local agency in connection with any claim Executive believes Executive may have against the Releasees. However, by executing this Release, Executive hereby waives the right to recover any remuneration, damages, compensation or relief of any type whatsoever from the Company, its affiliates and their respective predecessors and successors in any proceeding that Executive may bring before the Equal Employment Opportunity Commission and/or the National Labor Relations Board or any similar state or local agency or in any proceeding brought by the Equal Employment Opportunity Commission and/or the National Labor Relations Board or any similar state or local agency on Executive's behalf.

5. Specific Release of ADEA Claims. In further consideration of the payments and benefits provided to Executive in this Release, Executive hereby irrevocably and unconditionally fully and forever waives, releases, and discharges the Releasees from any and all claims, whether known or unknown, from the beginning of time through the date of Executive's execution of this Release arising under the ADEA, as amended, and its implementing regulations. By signing this Release, Executive hereby acknowledges and confirms that:

(a) Executive has read this Release in its entirety and understands all of its terms;

(b) by this Release, Executive has been advised in writing to consult with an attorney of Executive's choosing as Executive believed was necessary before signing this Release;

(c) Executive knowingly, freely, and voluntarily agrees to all the terms and conditions set out in this Release including, without limitation, the waiver, release, and covenants contained in it;

(d) Executive is signing this Release in exchange for good and valuable consideration in addition to anything of value to which Executive is otherwise entitled;

(e) Executive was given at least twenty-one (21) calendar days to consider the terms of this Release and consult with an attorney of Executive's choice, although Executive may sign it sooner if desired, but in no event prior to the Separation Date;

(f) Executive understands that Executive has seven (7) calendar days after signing this Release to revoke it by delivering notice of revocation to the Company in accordance with Section 7(g) of the Separation Agreement before the end of this seven-day period; and

(g) Executive understands that the release contained herein does not apply to rights and claims that may arise after Executive signs this Release.

6. Return of Property. Executive warrants and represents that Executive has surrendered to the Company all documents, materials, and other property of the Company Group, including, but not limited to, any and all documents, materials, and other property containing Confidential Information, and that Executive has not photocopied or reproduced any such documents, materials, and other property. Executive further warrants and represents that Executive has returned to the Company any and all Company Group computer equipment and software, and any and all other equipment of the Company Group in Executive's possession in good working order and reasonable condition.

7. Waiver of Re-Employment. Executive agrees that Executive is waiving any claim that Executive may have to reemployment, and that the Company and/or the Company Group is not under any obligation to employ, reemploy or reinstate Executive in the future. Executive agrees that Executive will not apply for any positions or seek employment with the Company and/or the Company Group at any time in the future, either as an employee of the Company and/or the Company Group, or as a contractor or temporary employee performing work on behalf of the Company and/or the Company Group. Executive agrees that if Executive does apply for any positions or seek such employment, this Release shall constitute sufficient grounds for denying employment. Notwithstanding the foregoing, the Company agrees that if Executive is employed by an entity or organization that, after the effective date of this Release, is purchased, acquired by, or merged with the Company and/or the Company Group, Executive shall not be required to resign Executive's employment as part of this Release.

8. Representation of No Pending Action and Agreement Not to Sue. Executive further agrees never to sue any Releasees or cause any Releasees to be sued regarding any matter within the scope of this Release. If Executive violates this Release by suing any Releasees or causing any Releasees to be sued, Executive shall continue to be bound by the release obligations of this Release and shall pay all costs and expenses of defending against the suit incurred by the

Releasees, including reasonable attorneys' fees, unless paying such costs and expenses is prohibited by law.

9. Right to Engage in Protected Activity. Nothing in this Release is intended to, or shall, interfere with Executive's rights under the National Labor Relations Act (NLRA) and any federal, state, or local civil rights or employment discrimination laws (including, but not limited to, Title VII, the ADA, the ADEA, USERRA, or their state or local counterparts) to file or otherwise institute a charge, to testify, assist or participate in any investigation or proceeding with any appropriate federal, state, or local government agency enforcing the NLRA and/or discrimination laws, or to cooperate with any such agency in its investigation, none of which shall constitute a breach of the non-disparagement or confidentiality clauses of the Employment Agreement. Executive acknowledges that nothing in this Release should be construed to prohibit any form of Section 7 activity under the NLRA, nor is intended to prevent, deter or interfere with employees in the exercise of any employee rights under the NLRA. Similarly, nothing in this Release prohibits Executive from reporting possible violations of federal, state or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures, and Executive is not required to notify the Company that Executive has made such reports or disclosures. Executive further acknowledges that nothing in this Release limits Executive's ability to receive an award for information provided to any government agencies.

10. Bar. Executive acknowledges and agrees that if Executive should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against any Releasee with respect to any cause, matter or thing which is the subject of the releases under Sections 4 and 5 of this Release, this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Releasee may recover from Executive all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

11. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of laws principles. Each party (a) agrees that any action shall be brought only in a state or federal court located in the State of Ohio, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts, and (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions.

12. Revocation. Executive has a period of seven (7) calendar days following the execution of this Release during which Executive may revoke this Release by delivering written notice to the Company under Section 7(g) of the Separation Agreement, and this Release shall not become effective or enforceable until such revocation period has expired. Executive understands that if Executive revokes this Release, it will be null and void in its entirety, and

Executive will not be entitled to any payments or benefits provided in this Release, including without limitation those under Section 2 above.

13. Miscellaneous. This Release and the Separation Agreement (including, without limitation, the covenants, restrictions and remedies for breach thereof set forth in Section 6 of the Separation Agreement, which remain in full force and effect following the Separation Date in accordance with their terms) constitute the complete understanding between Executive and the Company in respect of the subject matter of thereof and supersede all prior agreements relating to the same subject matter. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein and in the Separation Agreement in signing this Release. In the event that any provision of this Release or the Separation Agreement should be held to be invalid or unenforceable, each and all of the other provisions of this Release and the Separation Agreement shall remain in full force and effect. If any provision of this Release or the Separation Agreement is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Release and the Separation Agreement to be upheld and enforced to the maximum extent permitted by law.

14. Counterparts. This Release may be executed by the parties hereto in counterparts, which taken together shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS RELEASE. EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EXECUTIVE'S CHOICE BEFORE SIGNING THIS RELEASE. EXECUTIVE FURTHER ACKNOWLEDGES THAT EXECUTIVE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY AND RELEASEES FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the parties hereto have each executed this Release as of the date first above written.

NORDSON CORPORATION

By: /s/ Sarah Siddiqui

Name: Sarah Siddiqui

Title: EVP and CHRO

EXECUTIVE

/s/ Stephen Lovass

Stephen Lovass

CERTIFICATIONS

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Sundaram Nagarajan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Nordson Corporation;
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: August 21, 2025

/s/ Sundaram Nagarajan

Sundaram Nagarajan

President and Chief Executive Officer

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dan Hopgood, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Nordson Corporation;
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: August 21, 2025

/s/ Dan Hopgood

Dan Hopgood

Executive Vice President, Chief Financial Officer

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350, Chapter 63 of Title 18, United States Code), I, Sundaram Nagarajan, president and chief executive officer of Nordson Corporation, an Ohio corporation (the "Company"), do hereby certify that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the quarter ended July 31, 2025 of the Company (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 21, 2025

/s/ Sundaram Nagarajan

Sundaram Nagarajan
President and Chief Executive Officer

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350, Chapter 63 of Title 18, United States Code), I, Dan Hopgood, executive vice president, chief financial officer of Nordson Corporation, an Ohio corporation (the "Company"), do hereby certify that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the quarter ended July 31, 2025 of the Company (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 21, 2025

/s/ Dan Hopgood

Dan Hopgood

Executive Vice President, Chief Financial Officer