

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 April 4, 2026

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: 001-05672

**ITT INC.**

(Exact name of Registrant as specified in its charter)

Indiana

(State or Other Jurisdiction  
of Incorporation or Organization)

100 Washington Blvd  
6th Floor, Stamford, CT

(Address of Principal Executive Offices)

81-1197930

(I.R.S. Employer  
Identification Number)

06902

(Zip Code)

(914) 641-2000

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1.00 per share	ITT	New York Stock Exchange

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. (Check one):

- Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company  
 Emerging growth company

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

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

As of May 4, 2026, there were 89.4 million shares of Common Stock (par value \$1.00 per share) of the issuer outstanding.

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## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the SEC). The SEC maintains a website at [www.sec.gov](http://www.sec.gov) on which you may access our SEC filings. In addition, we make available free of charge at [investors.itt.com](http://investors.itt.com) copies of materials we file with, or furnish to, the SEC as soon as reasonably practical after we electronically file or furnish these reports, as well as other important information that we disclose from time to time. Information contained on our website, or that can be accessed through our website, does not constitute a part of this Quarterly Report on Form 10-Q (this Report). We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

Our corporate headquarters are located at 100 Washington Boulevard, 6th Floor, Stamford, CT 06902 and the telephone number of this location is (914) 641-2000.

## FORWARD-LOOKING AND CAUTIONARY STATEMENTS

Some of the information included herein includes forward-looking statements within the meaning of the Securities Exchange Act of 1933, and the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not historical facts, but rather represent a belief regarding future events based on current expectations, estimates, assumptions and projections about our business, future financial results and the industry in which we operate, and other legal, regulatory and economic developments. These forward-looking statements include, but are not limited to, future strategic plans and other statements that describe the company's business strategy, outlook, objectives, plans, intentions or goals, and any discussion of future events and future operating or financial performance.

We use words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "future," "guidance," "intend," "may," "plan," "potential," "project," "should," "target," "will," "would," and other similar expressions to identify such forward-looking statements. Forward-looking statements are uncertain and, by their nature, many are inherently unpredictable and outside of ITT's control, and involve known and unknown risks, uncertainties and other important factors that could cause actual results to differ materially from those expressed or implied in, or reasonably inferred from, such forward-looking statements.

Where in any forward-looking statement we express an expectation or belief as to future results or events, such expectation or belief is based on current plans and expectations of our management, expressed in good faith and believed to have a reasonable basis. However, we cannot provide any assurance that the expectation or belief will occur or that anticipated results will be achieved or accomplished.

Among the factors that could cause our results to differ materially from those indicated by forward-looking statements are risks and uncertainties inherent in our business including, without limitation:

- our ability to integrate the operations of SPX FLOW in a successful manner and in the expected time period;
  - the possibility that any of the anticipated benefits and projected synergies of the acquisition of SPX FLOW will not be realized or will not be realized on the anticipated terms within the expected time period;
  - uncertain global economic and capital markets conditions, which have been influenced by heightened geopolitical tensions, including conflicts in the Middle East involving Iran, inflation, changes in monetary policies, the threat of a possible regional or global economic recession, trade disputes between the U.S. and its trading partners, political and social unrest, and the availability and fluctuations in prices of energy and commodities, including steel, oil, copper and tin;
  - the imposition of new or increased tariffs by the U.S. government, particularly those targeting imports from specific countries, and the potential for retaliatory trade measures by affected countries, which could disrupt global supply chains, increase costs and reduce customer demand;
  - fluctuations in interest rates and the impact of such fluctuations on customer behavior and on our cost of debt;
  - fluctuations in foreign currency exchange rates and the impact of such fluctuations on our revenues, customer demand for our products and on our hedging arrangements;
  - volatility in raw material prices and our suppliers' ability to meet quality and delivery requirements;
  - impacts and risk of liabilities from recent mergers, acquisitions, or venture investments, and past divestitures and spin-offs;
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- our inability to hire or retain key personnel;
- failure to compete successfully and innovate in our markets;
- failure to manage the distribution of products and services effectively;
- failure to protect our intellectual property rights or violations of the intellectual property rights of others;
- the extent to which there are quality problems with respect to manufacturing processes or finished goods;
- the risk of cybersecurity breaches or failure of any information systems used by the Company, including any flaws in the implementation of any enterprise resource planning systems;
- loss of or decrease in sales from our most significant customers;
- risks due to our operations and sales outside the U.S. and in emerging markets, including the imposition of tariffs and trade sanctions;
- fluctuations in demand or customers' levels of capital investment, maintenance expenditures, production, and market cyclicality;
- the risk of material business interruptions, particularly at our manufacturing facilities;
- risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government;
- fluctuations in our effective tax rate, including as a result of changing tax laws and other possible tax reform legislation in the U.S. and other jurisdictions;
- changes in environmental laws or regulations, discovery of previously unknown or more extensive contamination, or the failure of a potentially responsible party to perform;
- failure to comply with the U.S. Foreign Corrupt Practices Act (or other applicable anti-corruption legislation), export controls and trade sanctions; and
- risk of product liability claims and litigation.

More information on factors that could cause actual results or events to differ materially from those anticipated is included in Part II, Item 1A, "[Risk Factors](#)" herein, as well as in our reports filed with the SEC, including our [Annual Report on Form 10-K](#) for the year ended December 31, 2025 (particularly under the caption "Risk Factors"), our Quarterly Reports on Form 10-Q and in other documents we file from time to time with the SEC.

The forward-looking statements included in this Report speak only as of the date of this Report. We undertake no obligation (and expressly disclaim any obligation) to update any forward-looking statements, whether written or oral or as a result of new information, future events or otherwise.

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## PART I. FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS

#### CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS (UNAUDITED) (IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	Three Months Ended	
	April 4, 2026	March 29, 2025
Revenue	\$ 1,211.9	\$ 913.0
Cost of revenue	783.1	589.8
Gross profit	428.8	323.2
General and administrative expenses	154.1	85.1
Sales and marketing expenses	73.7	47.9
Research and development expenses	33.1	25.3
Intangible amortization	26.7	14.0
Operating income	141.2	150.9
Interest expense	24.7	9.3
Interest income	(10.4)	(1.7)
Other non-operating income, net	(1.9)	(1.0)
Income before income tax expense	128.8	144.3
Income tax expense	49.3	35.2
Net income	79.5	109.1
Less: Income attributable to noncontrolling interests	1.5	0.7
Net income attributable to ITT Inc.	\$ 78.0	\$ 108.4
<b>Earnings per share attributable to ITT Inc.:</b>		
Basic	\$ 0.89	\$ 1.33
Diluted	\$ 0.89	\$ 1.33
Weighted average common shares – basic	87.2	81.3
Weighted average common shares – diluted	87.8	81.7

The accompanying Notes to the Consolidated Condensed Financial Statements are an integral part of the Statements of Operations.

**CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)**  
(IN MILLIONS)

	Three Months Ended	
	April 4, 2026	March 29, 2025
Net income	\$ 79.5	\$ 109.1
Other comprehensive (loss) income:		
Net foreign currency translation adjustment	(54.1)	27.3
Net change in postretirement benefit plans, net of tax impacts of \$0.2 and \$0.3 respectively	(0.8)	(1.2)
Other comprehensive (loss) income	(54.9)	26.1
Comprehensive income	24.6	135.2
Less: Comprehensive income attributable to noncontrolling interests	1.5	0.7
Comprehensive income attributable to ITT Inc.	\$ 23.1	\$ 134.5
<b>Disclosure of reclassification adjustments to postretirement benefit plans:</b>		
Amortization of prior service benefit, net of tax expense of \$0.2 and \$0.3 respectively	\$ (0.7)	\$ (1.1)
Amortization of net actuarial loss, net of tax benefit of \$0.0 and \$0.0 respectively	(0.1)	(0.1)
Net change in postretirement benefit plans, net of tax	\$ (0.8)	\$ (1.2)

The accompanying Notes to the Consolidated Condensed Financial Statements are an integral part of the Statements of Comprehensive Income.

**CONSOLIDATED CONDENSED BALANCE SHEETS (UNAUDITED)**  
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

As of the Period Ended	April 4, 2026	December 31, 2025
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 600.8	\$ 1,742.9
Receivables, net	1,038.0	756.1
Inventories	976.4	671.9
Other current assets	255.7	183.4
<b>Total current assets</b>	<b>2,870.9</b>	<b>3,354.3</b>
Non-current assets:		
Plant, property and equipment, net	801.1	627.0
Goodwill	3,787.9	1,511.2
Other intangible assets, net	3,238.8	432.6
Other non-current assets	432.9	385.3
<b>Total non-current assets</b>	<b>8,260.7</b>	<b>2,956.1</b>
<b>Total assets</b>	<b>\$ 11,131.6</b>	<b>\$ 6,310.4</b>
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Short-term borrowings	\$ 477.3	\$ 261.3
Accounts payable	642.2	465.0
Accrued and other current liabilities	760.4	572.0
<b>Total current liabilities</b>	<b>1,879.9</b>	<b>1,298.3</b>
Non-current liabilities:		
Non-current portion of long-term debt	3,375.0	521.5
Postretirement benefits	151.1	120.0
Other non-current liabilities	979.9	279.3
<b>Total non-current liabilities</b>	<b>4,506.0</b>	<b>920.8</b>
<b>Total liabilities</b>	<b>6,385.9</b>	<b>2,219.1</b>
Shareholders' equity:		
Common stock:		
Authorized – 250.0 shares, \$1 par value per share		
Issued and outstanding – 89.4 shares and 85.9 shares, respectively	89.4	85.9
Capital in excess of par value	1,976.1	1,313.9
Retained earnings	3,030.1	2,987.1
Accumulated other comprehensive loss:		
Postretirement benefits	(0.9)	—
Cumulative translation adjustments	(356.7)	(302.5)
<b>Total accumulated other comprehensive loss</b>	<b>(357.6)</b>	<b>(302.5)</b>
<b>Total ITT Inc. shareholders' equity</b>	<b>4,738.0</b>	<b>4,084.4</b>
Noncontrolling interests	7.7	6.9
<b>Total shareholders' equity</b>	<b>4,745.7</b>	<b>4,091.3</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 11,131.6</b>	<b>\$ 6,310.4</b>

The accompanying Notes to the Consolidated Condensed Financial Statements are an integral part of the Balance Sheets.

**CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS (UNAUDITED)**  
(IN MILLIONS)

For the Three Months Ended	April 4, 2026	March 29, 2025
<b>Operating Activities</b>		
Income from continuing operations attributable to ITT Inc.	\$ 78.0	\$ 108.4
Adjustments to income from continuing operations:		
Depreciation and amortization	54.2	37.2
Equity-based compensation	9.0	7.9
Other non-cash charges, net	11.9	6.3
Changes in assets and liabilities:		
Change in receivables	(82.5)	(43.2)
Change in inventories	(48.1)	(5.6)
Change in contract assets	1.1	(6.6)
Change in contract liabilities	3.4	15.9
Change in accounts payable	54.9	16.5
Change in accrued expenses	(47.5)	(31.7)
Change in income taxes	12.2	11.8
Other, net	(6.7)	(3.5)
<b>Net Cash – Operating Activities</b>	<b>39.9</b>	<b>113.4</b>
<b>Investing Activities</b>		
Acquisitions, net of cash acquired	(3,533.3)	(1.9)
Capital expenditures	(26.1)	(36.8)
Other, net	(0.6)	(2.0)
<b>Net Cash – Investing Activities</b>	<b>(3,560.0)</b>	<b>(40.7)</b>
<b>Financing Activities</b>		
Commercial paper, net borrowings	217.7	291.8
Long-term debt issued, net of debt issuance costs	2,868.3	—
Long-term debt repayments	(546.1)	(229.3)
Share repurchases under repurchase plan	(100.0)	(100.0)
Payments for taxes related to net share settlement of stock incentive plans	(19.7)	(13.0)
Dividends paid	(35.0)	(28.7)
Other, net	(2.1)	(0.7)
<b>Net Cash – Financing Activities</b>	<b>2,383.1</b>	<b>(79.9)</b>
Exchange rate effects on cash and cash equivalents	(4.3)	7.9
Net cash – operating activities of discontinued operations	(0.2)	—
<b>Net change in cash and cash equivalents</b>	<b>(1,141.5)</b>	<b>0.7</b>
Cash and cash equivalents – beginning of year (includes restricted cash of \$0.8 and \$0.7, respectively)	1,743.7	440.0
<b>Cash and Cash Equivalents – End of Period (includes restricted cash of \$1.4 and \$0.9, respectively)</b>	<b>\$ 602.2</b>	<b>\$ 440.7</b>
<b>Supplemental Disclosures of Cash Flow and Non-Cash Information:</b>		
Cash paid for interest	\$ 30.3	\$ 9.1
Cash paid for income taxes, net of refunds received	30.8	17.6
Capital expenditures included in current liabilities	14.7	13.9
Equity value of common stock issued to acquire SPX FLOW	777.2	—

The accompanying Notes to the Consolidated Condensed Financial Statements are an integral part of the Statements of Cash Flows.

**CONSOLIDATED CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)**  
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

As of and for the Three Months Ended April 4, 2026	Common Stock		Capital in Excess of par value	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)					
<b>December 31, 2025</b>	<b>85.9</b>	<b>\$ 85.9</b>	<b>\$ 1,313.9</b>	<b>\$ 2,987.1</b>	<b>\$ (302.5)</b>	<b>\$ 6.9</b>	<b>\$ 4,091.3</b>
Net income	—	—	—	78.0	—	1.5	79.5
Shares issued	3.8	3.8	773.4	—	—	—	777.2
Activity from stock incentive plans	0.3	0.3	8.8	—	—	—	9.1
Shares repurchased under repurchase plan	(0.5)	(0.5)	(100.2)	—	—	—	(100.7)
Shares withheld related to net share settlement of stock incentive plans	(0.1)	(0.1)	(19.7)	—	—	—	(19.8)
Dividends declared (\$0.386 per share)	—	—	—	(35.0)	—	—	(35.0)
Dividends to noncontrolling interest	—	—	—	—	—	(0.7)	(0.7)
Net change in postretirement benefit plans, net of tax	—	—	—	—	(0.8)	—	(0.8)
Net foreign currency translation adjustment	—	—	—	—	(54.1)	—	(54.1)
Other	—	—	(0.1)	—	(0.2)	—	(0.3)
<b>April 4, 2026</b>	<b>89.4</b>	<b>\$ 89.4</b>	<b>\$ 1,976.1</b>	<b>\$ 3,030.1</b>	<b>\$ (357.6)</b>	<b>\$ 7.7</b>	<b>\$ 4,745.7</b>

As of and for the Three Months Ended March 29, 2025	Common Stock		Capital in Excess of par value	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)					
<b>December 31, 2024</b>	<b>81.5</b>	<b>\$ 81.5</b>	<b>\$ —</b>	<b>\$ 3,115.6</b>	<b>\$ (418.3)</b>	<b>\$ 7.0</b>	<b>\$ 2,785.8</b>
Net income	—	—	—	108.4	—	0.7	109.1
Activity from stock incentive plans	0.3	0.3	—	8.1	—	—	8.4
Share repurchases under repurchase plan	(0.7)	(0.7)	—	(100.1)	—	—	(100.8)
Shares withheld related to net share settlement of stock incentive plans	(0.1)	(0.1)	—	(12.9)	—	—	(13.0)
Dividends declared (\$0.351 per share)	—	—	—	(28.6)	—	—	(28.6)
Dividends to noncontrolling interest	—	—	—	—	—	(1.2)	(1.2)
Net change in postretirement benefit plans, net of tax	—	—	—	—	(1.2)	—	(1.2)
Net foreign currency translation adjustment	—	—	—	—	27.3	—	27.3
<b>March 29, 2025</b>	<b>81.0</b>	<b>\$ 81.0</b>	<b>\$ —</b>	<b>\$ 3,090.5</b>	<b>\$ (392.2)</b>	<b>\$ 6.5</b>	<b>\$ 2,785.8</b>

The accompanying Notes to the Consolidated Condensed Financial Statements are an integral part of the Statements of Changes in Shareholders' Equity.

## NOTE 1 DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

### *Description of Business*

ITT Inc. is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, and energy markets. Unless the context otherwise indicates, references herein to “ITT,” “the Company,” and such words as “we,” “us,” and “our” include ITT Inc. and its subsidiaries. ITT operates through three reportable segments: Flow Technologies (FT) (formerly Industrial Process (IP)), consisting of nutrition and health, as well as flow equipment and services; Motion Technologies (MT), consisting of friction and shock and vibration equipment; and Connect & Control Technologies (CCT), consisting of electronic connectors, fluid handling, motion control, composite materials and noise and energy absorption products. Financial information for our segments is presented in Note 3, [Segment Information](#).

### *Business Combinations*

On March 2, 2026, the Company completed the acquisition of SPX FLOW, Inc. (SPX FLOW) for a preliminary purchase price of \$4,309.9, net of cash acquired. Subsequent to the acquisition, SPX FLOW's results are reported within our FT segment. Refer to Note 20, [Acquisitions](#), for more information regarding the SPX FLOW business combination.

### *Basis of Presentation*

The unaudited consolidated condensed financial statements have been prepared pursuant to the rules and regulations of the SEC and, in the opinion of management, reflect all known adjustments (which consist primarily of normal, recurring accruals, estimates and assumptions) necessary to state fairly the financial position, results of operations, and cash flows for the periods presented. The Consolidated Condensed Balance Sheet as of December 31, 2025, presented herein, has been derived from our audited balance sheet included in our Annual Report on Form 10-K ([2025 Annual Report](#)) for the year ended December 31, 2025, but does not include all disclosures required by accounting principles generally accepted in the United States (GAAP). Other than the Reclassification - Intangible amortization expenses described below, we consistently applied the accounting policies described in the 2025 Annual Report in preparing these unaudited financial statements. These financial statements should be read in conjunction with the financial statements and notes thereto included in our 2025 Annual Report.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Estimates are revised as additional information becomes available. Estimates and assumptions are used for, but not limited to, revenue recognition, unrecognized tax benefits, deferred tax valuation allowances, projected benefit obligations for postretirement plans, accounting for business combinations, goodwill and other intangible asset impairment testing, environmental liabilities and assets, allowance for credit losses, inventory valuation, and assets held for sale. Actual results could differ from these estimates.

ITT's quarterly financial periods end on the Saturday following a 13-week reporting period, except for the last quarterly period of the fiscal year, which ends on December 31<sup>st</sup>. ITT's first quarter for 2026 and 2025 ended 94 days and 88 days after the start of their respective fiscal years, with quarter-end dates of April 4, 2026 and March 29, 2025, respectively.

### *Reclassification - Intangible amortization expenses*

Effective January 1, 2026, the Company reclassified intangible amortization expenses as a separate financial statement line item within the Consolidated Statements of Operations. As part of the integration of SPX FLOW, the Company has seen diversity in practice in the classification of intangible amortization expenses, and the reclassification was made to enhance transparency and comparability on the Consolidated Statements of Operations. Previously, intangible amortization expenses were included within cost of revenues, sales and marketing, research and development, and general and administrative, and was not presented as a separate financial statement line item.

The Company has reclassified prior-period amounts to conform to the current-period presentation. The reclassifications had no impact on operating income, income before income taxes, net income, or earnings per share.

The impact of the reclassification on our previously issued Consolidated Condensed Statement of Operations financial statements is presented in the following table:

### Consolidated Condensed Statement of Operations

Three Months Ended March 29, 2025	As previously reported	Effect of Change	As Adjusted
Cost of revenue	\$ 596.7	\$ (6.9)	\$ 589.8
Gross profit	316.3	6.9	323.2
General and administrative expenses	85.3	(0.2)	85.1
Sales and marketing expenses	53.2	(5.3)	47.9
Research and development expenses	26.9	(1.6)	25.3
Intangible amortization	—	14.0	14.0

## NOTE 2 RECENT ACCOUNTING PRONOUNCEMENTS

From time to time, the Financial Accounting Standards Board (FASB) or other standard setting bodies issue new accounting pronouncements. Updates to the FASB's accounting standards are communicated through issuance of an Accounting Standards Update (ASU). The Company considers the applicability and impact of all ASUs on our business and financial results.

### *Recently adopted accounting pronouncements*

In December 2025, the FASB issued ASU 2025-10, Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities. This ASU establishes comprehensive guidance on the recognition, measurement, and presentation of monetary and tangible nonmonetary government grants received by business entities. The standard excludes certain arrangements from its scope, such as income tax credits, government guarantees, below-market loans, and transfers of intangible assets or services. We elected to early adopt ASU 2025-10 effective January 1, 2026. Upon adoption, we applied the recognition and measurement model required by the new standard, which is generally aligned with IAS 20, while incorporating targeted improvements specific to U.S. GAAP. The new guidance also requires expanded disclosures related to the nature of government grants received, significant terms and conditions, and the financial statement line items affected. The adoption of ASU 2025-10 did not have a material impact on our consolidated financial position, results of operations, or cash flows.

### *Recently issued accounting pronouncements not yet adopted*

In November 2024, the FASB issued ASU No. 2024-03, Income Statement- Reporting Comprehensive Income. Expense disaggregation disclosures (Subtopic 220-40) Disaggregation of Income Statement Expenses. This ASU requires disclosure of specified information about certain costs and expenses in the notes to financial statements. The effective dates for this ASU were updated in ASU 2025-01 stating it is effective for annual periods beginning after December 15, 2026, and interim periods within annual periods beginning after December 15, 2027. Adoption of this ASU should be applied on a prospective basis. Early adoption is permitted. We are currently evaluating the impact that this guidance will have on the disclosures within our financial statements and expect to adopt this ASU for the year ending December 31, 2027.

During 2026, there were no other new accounting standards issued, or that are pending issuance, which are expected to have a material impact on our consolidated condensed financial statements upon adoption.

### NOTE 3 SEGMENT INFORMATION

The Company's segments are reported on the same basis used by our chief operating decision maker (CODM) for evaluating performance and for allocating resources. The Company's CODM is the President and Chief Executive Officer. The CODM allocates resources based on revenue and operating income primarily through the annual budget and periodic forecasting process. The CODM considers budget-to-actual variances when making decisions about allocating capital and personnel to the segments. As a result of the SPX FLOW acquisition, the Company renamed the Industrial Process segment as Flow Technologies to reflect the expanded scale and capabilities of the combined operations. Our three reportable segments are referred to as Flow Technologies, Motion Technologies and Connect & Control Technologies.

*Flow Technologies* manufactures engineered fluid process equipment serving a diversified mix of customers in global industries such as chemical, energy, marine, mining, nutrition and health, and is a provider of pumps, valves, mixers, aftermarket services and parts.

*Motion Technologies* manufactures brake components, shock absorbers and damping technologies primarily for the global automotive and rail transportation markets.

*Connect & Control Technologies* manufactures harsh-environment connector solutions, cable assemblies, critical energy absorption, flow control components, and composite materials for the aerospace and defense, general industrial, medical, and energy markets.

Assets of our reportable segments exclude general corporate assets, which principally consist of cash, investments, deferred taxes, and certain property, plant and equipment. These assets are included within Corporate and Other.

Corporate and Other consists of corporate office expenses including compensation, benefits, occupancy, depreciation, and other administrative costs, as well as charges related to certain matters, including environmental liabilities, which are managed at a corporate level and are not included in segment results when evaluating performance or allocating resources.

The following table presents our revenue for each segment and reconciles our total segment revenue to total consolidated revenue.

Three Months Ended April 4, 2026	Flow Technologies	Motion Technologies	Connect & Control Technologies	Total
Revenue	\$ 537.4	\$ 397.2	\$ 278.5	\$ 1,213.1
Other / Eliminations				(1.2)
Consolidated revenue				\$ 1,211.9
Costs of revenue <sup>(a)</sup>	329.7	278.1	176.7	
Selling, general and administrative expenses <sup>(a)</sup>	94.8	22.8	36.6	
Research and development expenses <sup>(a)</sup>	7.8	12.7	12.6	
Intangible amortization <sup>(a)</sup>	23.0	0.2	3.4	
Segment operating income	\$ 82.1	\$ 83.4	\$ 49.2	\$ 214.7
Corporate and other				(73.5)
Interest expense				(24.7)
Interest income				10.4
Other non-operating income, net				1.9
Income from continuing operations before income tax				\$ 128.8

Three Months Ended March 29, 2025	Flow Technologies	Motion Technologies	Connect & Control Technologies	Total
Revenue	\$ 333.3	\$ 346.1	\$ 234.7	\$ 914.1
Other / Eliminations				(1.1)
Consolidated revenue				\$ 913.0
Costs of revenue <sup>(a)</sup>	198.8	239.8	152.3	
Selling, general and administrative expenses <sup>(a)</sup>	59.3	27.1	31.1	
Research and development expenses <sup>(a)</sup>	4.8	11.4	8.3	
Intangible amortization <sup>(a)</sup>	6.9	0.2	7.0	
Segment operating income	\$ 63.5	\$ 67.6	\$ 36.0	\$ 167.1
Corporate and other				(16.2)
Interest expense				(9.3)
Interest income				1.7
Other non-operating income, net				1.0
Income from continuing operations before income tax				\$ 144.3

(a) The significant expense categories and amounts align with segment-level information that is regularly provided to the CODM.

The following table presents our operating margin for each segment. Segment operating margin is calculated as segment operating income divided by segment revenue.

For the Three Months Ended	Three Months Ended	
	April 4, 2026	March 29, 2025
Flow Technologies	15.3 %	19.1 %
Motion Technologies	21.0 %	19.5 %
Connect & Control Technologies	17.7 %	15.3 %

The following table presents our total assets, capital expenditures, and depreciation & amortization expense for each segment.

As of and for the Three Months Ended	Total Assets		Capital Expenditures		Depreciation & Amortization	
	April 4, 2026	December 31, 2025	April 4, 2026	March 29, 2025	April 4, 2026	March 29, 2025
Flow Technologies <sup>(a)</sup>	\$ 8,137.1	\$ 1,993.2	\$ 5.2	\$ 6.1	\$ 30.3	\$ 10.9
Motion Technologies	1,276.5	1,257.3	14.4	27.0	15.5	13.9
Connect & Control Technologies	1,369.5	1,332.5	6.2	3.6	7.6	11.0
Corporate and Other	348.5	1,727.4	0.3	0.1	0.8	1.4
Total <sup>(a)</sup>	\$ 11,131.6	\$ 6,310.4	\$ 26.1	\$ 36.8	\$ 54.2	\$ 37.2

(a) The increase in total assets is due to the acquisition of SPX FLOW.

## NOTE 4 REVENUE

The following tables present our revenue disaggregated by end market.

For the Three Months Ended April 4, 2026	Flow Technologies	Motion Technologies	Connect & Control Technologies	Other / Eliminations	Total
Auto and rail	\$ —	\$ 392.6	\$ —	\$ —	\$ 392.6
Chemical and industrial pumps	236.8	—	—	—	236.8
Aerospace and defense	—	3.4	191.7	—	195.1
Energy	211.0	—	13.0	—	224.0
General industrial	—	1.2	73.8	(1.2)	73.8
Nutrition and health	89.6	—	—	—	89.6
<b>Total</b>	<b>\$ 537.4</b>	<b>\$ 397.2</b>	<b>\$ 278.5</b>	<b>\$ (1.2)</b>	<b>\$ 1,211.9</b>

For the Three Months Ended March 29, 2025	Flow Technologies	Motion Technologies	Connect & Control Technologies	Other / Eliminations	Total
Auto and rail	\$ —	\$ 342.8	\$ —	\$ —	\$ 342.8
Chemical and industrial pumps	224.3	—	—	—	224.3
Aerospace and defense	—	2.3	162.9	—	165.2
Energy	109.0	—	12.6	—	121.6
General industrial	—	1.0	59.2	(1.1)	59.1
<b>Total</b>	<b>\$ 333.3</b>	<b>\$ 346.1</b>	<b>\$ 234.7</b>	<b>\$ (1.1)</b>	<b>\$ 913.0</b>

### Contract Assets and Liabilities

Contract assets consist of unbilled amounts where revenue recognized exceeds customer billings, net of allowances for credit losses. Contract assets are included in other current assets and other non-current assets in our Consolidated Condensed Balance Sheets. Contract liabilities consist of advance customer payments and billings in excess of revenue recognized. Contract liabilities are included in accrued liabilities and other non-current liabilities in our Consolidated Condensed Balance Sheets.

The following table represents our net contract assets and liabilities.

As of the Period Ended	April 4, 2026	December 31, 2025
Current contract assets	\$ 78.4	\$ 50.9
Non-current contract assets	4.6	2.6
Current contract liabilities	(271.8)	(175.7)
Non-current contract liabilities	(4.4)	(4.7)

During the three months ended April 4, 2026, we recognized revenue of \$65.5 related to contract liabilities as of December 31, 2025. The increase in current contract liabilities is due to contract liabilities acquired as a result of the SPX FLOW acquisition. The aggregate amount of the transaction price allocated to unsatisfied or partially satisfied performance obligations, or backlog, was \$2,513.0 as of April 4, 2026. Of this amount, we expect to recognize approximately 70% to 75% of revenue over the next nine months, with the remainder in 2027. Our backlog generally represents firm orders that have been received, acknowledged, and entered into our production systems. However, within certain businesses in MT, our customers include automotive OEMs and we may win an award on an automotive platform several years in advance based on estimated levels of future automotive production. These awards allow for the customer to adjust their production levels at any time and therefore are not considered firm orders. Within these businesses, we believe orders are firm upon receipt of the customer purchase order, which may require us to fulfill the order in as little as one week. As such, our backlog at any point in time for these businesses is not believed to be significant and therefore has been excluded from the total backlog amount.

## NOTE 5 RESTRUCTURING ACTIONS

From time to time, we initiate restructuring actions throughout our businesses. There are no restructuring actions that are considered individually significant. The following table summarizes our total restructuring costs, which are presented within General and administrative expenses within our Consolidated Condensed Statements of Operations.

For the Three Months Ended	April 4, 2026	March 29, 2025
Severance and other employee-related	\$ 10.8	\$ 6.1
Other	—	0.4
<b>Total restructuring costs</b>	<b>\$ 10.8</b>	<b>\$ 6.5</b>
By segment:		
Flow Technologies	\$ 7.7	\$ 4.2
Motion Technologies	0.5	0.2
Connect & Control Technologies	1.1	2.1
Corporate and Other	1.5	—

The following table displays a rollforward of our restructuring liability, which is included within accrued liabilities on our Consolidated Condensed Balance Sheet.

For the Three Months Ended	April 4, 2026	March 29, 2025
Beginning balance - January 1	\$ 3.7	\$ 2.9
Restructuring costs	10.8	6.5
Cash payments	(3.4)	(2.5)
Foreign exchange translation and other	1.0	—
<b>Ending balance</b>	<b>\$ 12.1</b>	<b>\$ 6.9</b>
By accrual type:		
Severance and other employee-related	\$ 12.1	\$ 6.9

## NOTE 6 INCOME TAXES

The following table summarizes our income tax expense and effective tax rate (ETR).

For the Three Months Ended	April 4, 2026	March 29, 2025
Income tax expense	\$ 49.3	\$ 35.2
Effective tax rate	38.3 %	24.4 %

The ETR for the three months ended April 4, 2026 increased to 38.3%, primarily due to the recognition of additional tax expense related to undistributed foreign earnings, transaction-related costs incurred in connection with the acquisition of SPX FLOW, and the impact of amended tax filings in Luxembourg. In addition, the acquisition affected the geographic mix of earnings which further contributed to the higher effective tax rate for the period.

During the quarter, the Company recorded deferred tax liabilities related to the acquisition of SPX FLOW, primarily associated with fair value adjustments to acquired intangible assets and other net assets. These deferred tax balances were recorded as part of preliminary purchase accounting and contributed to the increase in the Company's deferred tax liabilities during the period. The purchase accounting remains subject to adjustment during the measurement period. In addition to deferred taxes recorded as a result of purchase accounting adjustments, the Company also assumed SPX FLOW's existing deferred tax balances. These assumed balances are reflected in the Company's deferred tax position as of the acquisition date.

In October 2021, more than 135 countries and jurisdictions agreed to participate in a “two-pillar” international tax approach developed by the Organisation for Economic Co-operation and Development (OECD), which includes establishing a global minimum corporate tax rate of 15 percent. The OECD published Tax Challenges Arising from the Digitalisation of the Economy — Global Anti-Base Erosion Model Rules (Pillar Two) in December 2021 and subsequently issued additional commentary and administrative guidance clarifying several aspects of the model rules. Since the model rules have been released, many countries have enacted Pillar Two-related laws, many of which became effective January 1, 2024 with additional laws effective January 1, 2025. As of April 4, 2026, Pillar Two did not have a significant impact on our financial statements.

On January 5, 2026, the OECD released a Pillar Two Administrative Guidance package containing the Side-by-Side Safe Harbor (the SbS). Under the SbS, Multinational Enterprises headquartered in a jurisdiction that has a Qualified SbS Regime are eligible for the SbS election. The United States is listed as a jurisdiction with a Qualified SbS Regime. By making the SbS election, top-up taxes under the Income Inclusion Rule and Undertaxed Profits Rule are set to zero. However, the SbS does not have an impact on the application of Pillar Two Qualified Domestic Minimum Top-up Taxes. Jurisdictions are required to implement the SbS effective for fiscal years beginning on or after January 1, 2026 (or at the earliest practicable date where there are constitutional or other superior law constraints preventing retroactive adoption). ITT will monitor the adoption of SbS in each jurisdiction and intends to elect the SbS where available.

On July 4, 2025, President Trump signed the One Big Beautiful Bill Act (OBBBA), which includes a broad range of tax reform provisions affecting businesses, including extending and modifying certain key Tax Cuts & Jobs Act provisions (both domestic and international) and expanding certain Inflation Reduction Act incentives while accelerating the phase-out of others. The Company evaluated the OBBBA and implemented certain provisions of the legislation during the current quarter; it continues to evaluate the ongoing effects of the legislation.

The Company operates in various tax jurisdictions and is subject to examination by tax authorities in these jurisdictions. The Company is currently under examination in several jurisdictions including China, Czechia, Germany, India, Italy, and the U.S. The estimated tax liability calculation for unrecognized tax benefits considers uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the unrecognized tax benefit. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions could decrease by approximately \$1.6 due to changes in audit status, expiration of statutes of limitations, and other events.

In connection with the acquisition of SPX FLOW completed during the quarter, the Company assumed uncertain tax positions, which were recorded as part of the preliminary purchase accounting. The assumed uncertain tax positions primarily relate to tax positions taken by SPX FLOW in prior periods, and their recognition resulted in an increase in the Company’s total uncertain tax positions during the quarter. The purchase accounting remains provisional, and the recorded uncertain tax positions may be subject to adjustment during the measurement period as additional information becomes available regarding the underlying tax exposures and related assumptions.

## NOTE 7 EARNINGS PER SHARE DATA

The following table provides a reconciliation of the data used in the calculation of basic and diluted earnings per share from continuing operations attributable to ITT.

For the Three Months Ended	April 4, 2026	March 29, 2025
Basic weighted average common shares outstanding	87.2	81.3
Add: Dilutive impact of outstanding equity awards	0.6	0.4
Diluted weighted average common shares outstanding	87.8	81.7
Anti-dilutive shares <sup>(a)</sup>	0.2	0.1

(a) Anti-dilutive shares related to equity stock unit awards excluded from the computation of diluted earnings per share.

## NOTE 8 RECEIVABLES, NET

The following table summarizes our receivables and associated allowance for credit losses.

As of the Period Ended	April 4, 2026	December 31, 2025
Trade accounts receivable	\$ 1,015.7	\$ 737.7
Notes receivable	9.7	7.8
Other	33.5	29.1
Receivables, gross	1,058.9	774.6
Less: Allowance for credit losses	(20.9)	(18.5)
Receivables, net	\$ 1,038.0	\$ 756.1

The following table displays a rollforward of our allowance for credit losses on receivables and contract assets.

For the Three Months Ended	April 4, 2026	March 29, 2025
Total allowance for credit losses - January 1	\$ 18.5	\$ 14.2
Charges to income	2.8	(0.9)
Write-offs	(0.2)	—
Foreign currency and other	(0.2)	0.8
Total allowance for credit losses - ending balance	\$ 20.9	\$ 14.1

## NOTE 9 INVENTORIES

The following table summarizes our inventories.

As of the Period Ended	April 4, 2026	December 31, 2025
Raw materials	\$ 539.8	\$ 411.8
Work in process	178.5	125.2
Finished goods	258.1	134.9
Inventories	\$ 976.4	\$ 671.9

**NOTE 10  
OTHER CURRENT AND NON-CURRENT ASSETS**

The following table summarizes our other current and non-current assets.

As of the Period Ended	April 4, 2026	December 31, 2025
Advance payments and other prepaid expenses	\$ 100.8	\$ 71.5
Current contract assets, net	78.4	50.9
Prepaid income taxes	51.8	37.8
Other	24.7	23.2
<b>Other current assets</b>	<b>\$ 255.7</b>	<b>\$ 183.4</b>
Other employee benefit-related assets	\$ 145.3	\$ 142.3
Operating lease right-of-use assets	108.7	80.4
Deferred income taxes	80.4	82.4
Equity-method and other investments	41.8	41.0
Capitalized software costs	11.3	4.6
Environmental-related assets	9.8	9.8
Other	35.6	24.8
<b>Other non-current assets</b>	<b>\$ 432.9</b>	<b>\$ 385.3</b>

**NOTE 11  
PLANT, PROPERTY AND EQUIPMENT, NET**

The following table summarizes our property, plant, and equipment, net of accumulated depreciation.

	Useful life (in years)	April 4, 2026	December 31, 2025
Machinery and equipment	2 - 10	\$ 1,536.0	\$ 1,433.9
Buildings and improvements	5 - 40	387.4	343.8
Furniture, fixtures and office equipment	3 - 7	95.4	86.2
Construction work in progress		88.3	80.1
Land and improvements		47.4	26.7
Other		2.9	2.6
<b>Plant, property and equipment, gross</b>		<b>2,157.4</b>	<b>1,973.3</b>
Less: Accumulated depreciation		(1,356.3)	(1,346.3)
<b>Plant, property and equipment, net</b>		<b>\$ 801.1</b>	<b>\$ 627.0</b>

The following table summarizes our depreciation expense.

For the Three Months Ended	April 4, 2026	March 29, 2025
Depreciation expense	\$ 26.1	\$ 21.7

## NOTE 12 GOODWILL AND OTHER INTANGIBLE ASSETS, NET

### Goodwill

The following table provides a rollforward of the carrying amount of goodwill by segment.

	Flow Technologies	Motion Technologies	Connect & Control Technologies	Total
Goodwill - December 31, 2025	\$ 663.7	\$ 281.5	\$ 566.0	\$ 1,511.2
Acquired <sup>(a)</sup>	2,313.3	—	—	2,313.3
Foreign exchange translation	(34.4)	(1.7)	(0.5)	(36.6)
Goodwill - April 4, 2026	\$ 2,942.6	\$ 279.8	\$ 565.5	\$ 3,787.9

(a) Goodwill acquired for our FT segment is related to our acquisition of SPX FLOW, representing the preliminary calculation of excess purchase price over the net assets acquired. Refer to Note 20, [Acquisitions](#), for further information.

### Other Intangible Assets, Net

The following table summarizes our other intangible assets, net of accumulated amortization.

As of the Period Ended	April 4, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Customer relationships	\$ 2,469.4	\$ (132.5)	\$ 2,336.9	\$ 400.6	\$ (117.6)	\$ 283.0
Developed technology	453.6	(35.5)	418.1	114.6	(32.3)	82.3
Patents and other	153.5	(62.6)	90.9	58.9	(54.9)	4.0
Finite-lived intangible total	3,076.5	(230.6)	2,845.9	574.1	(204.8)	369.3
Indefinite-lived intangibles	392.9	—	392.9	63.3	—	63.3
Other intangible assets	\$ 3,469.4	\$ (230.6)	\$ 3,238.8	\$ 637.4	\$ (204.8)	\$ 432.6

The preliminary fair values of intangible assets acquired in connection with the purchase of SPX FLOW consist of the following:

	Useful life (in years)	Fair value
Customer relationships	18	\$ 2,070.0
Developed technology	18	340.0
Trade name	Indefinite	330.0
Backlog	1	95.0
Total intangible assets acquired		\$ 2,835.0

Customer relationships, developed technology, and other intangible assets are amortized over weighted average lives of approximately 17.7 years, 17.7 years and 2.0 years, respectively. Indefinite-lived intangibles primarily consist of brands and trademarks.

Estimated amortization expense for each of the remainder of 2026, the four succeeding years, and thereafter is as follows:

Remainder of 2026	\$	195.7
2027		174.3
2028		161.0
2029		160.7
2030		160.6
2031 and thereafter		1,993.6

### NOTE 13

#### ACCOUNTS PAYABLE, ACCRUED LIABILITIES AND OTHER NON-CURRENT LIABILITIES

The following table summarizes our accrued liabilities and other non-current liabilities.

As of the Period Ended	April 4, 2026	December 31, 2025
Compensation and other employee-related benefits	\$ 191.4	\$ 178.3
Contract liabilities and other customer-related liabilities	324.8	220.8
Accrued income taxes and other tax-related liabilities	77.8	46.4
Operating lease liabilities	34.9	24.4
Accrued warranty costs	30.0	23.5
Environmental liabilities and other legal matters	13.0	14.4
Accrued restructuring costs	12.1	3.7
Other	76.4	60.5
<b>Accrued and other current liabilities</b>	<b>\$ 760.4</b>	<b>\$ 572.0</b>
Deferred income taxes and other tax-related liabilities <sup>(a)</sup>	\$ 750.8	\$ 82.5
Operating lease liabilities	77.8	60.0
Environmental liabilities	48.1	45.0
Compensation and other employee-related benefits	46.6	40.7
Other	56.6	51.1
<b>Other non-current liabilities</b>	<b>\$ 979.9</b>	<b>\$ 279.3</b>

(a) The increase in deferred tax liabilities primarily relates to purchase accounting adjustments recorded in connection with the acquisition of SPX FLOW. See Note 6, Income Taxes, for additional information.

#### Supply Chain Financing

The Company has supply chain financing (SCF) programs in place under which participating suppliers may elect to obtain payment from an intermediary. The Company confirms the validity of invoices from participating suppliers and agrees to pay the intermediary an amount based on invoice totals. The majority of amounts payable under these programs are due within 90 to 180 days and are considered commercially reasonable. There are no assets pledged as security or other forms of guarantees provided for the committed payments.

The following table displays a rollforward of our supply chain financing obligations which is included within Accounts payable in our Consolidated Condensed Balance Sheets.

	April 4, 2026	March 29, 2025
Confirmed obligations outstanding at the beginning of the year	\$ 11.7	\$ 11.3
Invoices confirmed in the year	15.2	15.0
Payments applied towards invoices	(18.0)	(9.1)
Foreign currency translation	0.1	0.2
Confirmed obligations outstanding at the end of period	\$ 9.0	\$ 17.4

## NOTE 14 LEASES

The following table displays our future lease obligations related to non-cancellable operating leases as of April 4, 2026.

2026	\$ 34.9
2027	27.3
2028	19.6
2029	12.0
2030	7.5
Thereafter	25.2
Total undiscounted future operating lease obligations	126.5
Less: imputed interest	13.8
Present value of future operating lease obligations	\$ 112.7

## NOTE 15 DEBT

The following table summarizes our outstanding debt obligations.

As of the Period Ended	April 4, 2026	December 31, 2025
Commercial paper	\$ 472.1	\$ 258.0
Current maturities of long-term debt	2.8	2.8
Short-term loans	2.4	0.5
Total short-term borrowings	477.3	261.3
Non-current maturities of long-term debt	3,375.0	521.5
Total debt	\$ 3,852.3	\$ 782.8

## Commercial Paper

The following table presents our outstanding commercial paper borrowings and associated weighted average interest rates as of April 4, 2026 and December 31, 2025.

As of the Period Ended	April 4, 2026	December 31, 2025
Commercial Paper Outstanding - U.S. Program	\$ 264.7	\$ —
Commercial Paper Outstanding - Euro Program	207.4	258.0
<b>Total Commercial Paper Outstanding</b>	<b>\$ 472.1</b>	<b>\$ 258.0</b>
Weighted Average Interest Rate - U.S. Program	4.17%	N.A
Weighted Average Interest Rate - Euro Program	2.42%	2.42%

Outstanding commercial paper for both periods had maturity terms less than three months from the date of issuance.

### 2025 Revolving Credit Agreement

On July 30, 2025, we entered into a revolving credit facility agreement with a syndicate of third-party lenders including U.S. Bank National Association, as administrative agent (the 2025 Revolving Credit Agreement). Upon its effectiveness, the 2025 Revolving Credit Agreement replaced the revolving credit facility agreement that we entered into on August 5, 2021, with a syndicate of third-party lenders including Bank of America, N.A., as administrative agent (the 2021 Revolving Credit Agreement). The 2021 Revolving Credit Agreement was terminated on July 30, 2025 with no outstanding balances remaining. The 2025 Revolving Credit Agreement matures in July 2030 and provides for an aggregate principal amount of up to \$1,100. The 2025 Revolving Credit Agreement provides for a potential increase of commitment of up to \$550 for a possible maximum of \$1,650 in aggregate commitments at the request of the Company and with the consent of the institutions providing such increase of commitments. As of April 4, 2026, there were no outstanding borrowings under the 2025 Revolving Credit Agreement.

The 2025 Revolving Credit Agreement contains customary affirmative and negative covenants that, among other things, will limit or restrict our ability to: incur additional debt or issue guarantees; create certain liens; merge or consolidate with another person; sell, transfer, lease or otherwise dispose of all or substantially all of our assets and liquidate or dissolve. Additionally, the 2025 Revolving Credit Agreement requires us not to permit the ratio of consolidated total indebtedness net of unrestricted cash in excess of \$100 to consolidated earnings before interest, taxes, depreciation, amortization and other special, extraordinary, unusual, or non-recurring items (adjusted consolidated EBITDA) (leverage ratio) to exceed 3.50 to 1.00, with a qualified acquisition step up immediately following such qualified acquisition of 4.00 to 1.00 for four quarters, 3.75 to 1.00 for two quarters thereafter, and returning to 3.50 to 1.00 thereafter.

Borrowings under the 2025 Revolving Credit Agreement bear interest at an annual rate equal to, at the Company's option, either (i) term secured overnight financing rate (Term SOFR) plus a margin ranging from 0.785% to 1.150%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.150%, with the applicable margin determined by reference to the Company's debt ratings set forth in the 2025 Revolving Credit Agreement. There is a commitment fee under the 2025 Revolving Credit Agreement ranging from 0.090% to 0.225% of commitments under the 2025 Revolving Credit Agreement.

As of April 4, 2026, all financial covenants (e.g., leverage ratio) associated with the 2025 Revolving Credit Agreement were within the prescribed thresholds.

### Long-Term Debt

The following table provides the future maturities and associated interest rates related to the outstanding long-term debt as of April 4, 2026:

Description	Maturity Date	Interest Rate	Amount
2025 Term Loan Credit Agreement	2027-04-30	4.66%	\$ 505.0
2026 Delayed Draw Term Loan (DDTL)	2028-03-02	4.79%	2,875.0
Other <sup>(a)</sup>			4.8
Total maturities of long-term debt			3,384.8
Unamortized debt issuance costs			(7.0)
Total long-term debt, net of issuance costs			\$ 3,377.8

(a) Other long-term debt primarily includes indentures with the Italian government with maturity dates through 2029 and interest rates ranging between 0% and 3.85%.

#### 2026 DDTL Credit Agreement

On February 18, 2026, the Company entered into a credit agreement (the 2026 DDTL Credit Agreement) among the Company, as borrower, certain of its subsidiaries, as co-borrowers, each lender from time to time party thereto, and U.S. Bank National Association, as the administrative agent, sole lead arranger and sole bookrunner.

The 2026 DDTL Credit Agreement provides for delayed draw term loan commitments (the DDTL Commitments) in an aggregate principal amount of \$2,875, which may be drawn, on up to two occasions, to finance the Company's acquisition of SPX FLOW. The DDTL Commitments expire on September 11, 2026 to the extent such DDTL Commitments are undrawn or have not otherwise been terminated prior to such date. An unused commitment fee on the daily unused portion of the DDTL Commitments will accrue at a rate per annum equal to 0.10% during the period from and including May 3, 2026 until the earlier of (i) the date on which the DDTL Loans (as defined below) are fully funded and (ii) the date on which the DDTL Commitments terminate or expire.

The loans drawn under the 2026 DDTL Credit Agreement (the DDTL Loans) will mature in March 2028, which is two years from the date of the first borrowing of the DDTL Loans. Total outstanding borrowings under the DDTL Loans were \$2,875.0, as of April 4, 2026.

The DDTL Loans will bear interest at rate per annum equal to, at the Company's option, either (i) Term SOFR plus a margin ranging from 1.00% to 1.50%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.50%, with the applicable margin determined by reference to the Company's debt ratings as set forth in the 2026 DDTL Credit Agreement. The DDTL Loans may be prepaid by the Company at any time, in whole or in part, without penalty or premium, subject to certain customary conditions.

The 2026 DDTL Credit Agreement contains affirmative and negative covenants customary for a facility of this type that, among other things, limit or restrict the ability of the Company and its subsidiaries to incur additional debt or liens, merge or consolidate with another person, sell, transfer, lease or otherwise dispose of assets, or liquidate or dissolve, in each case, subject to baskets and thresholds set forth in the 2026 DDTL Credit Agreement. Additionally, the 2026 DDTL Credit Agreement requires the Company to comply with a maximum ratio of net consolidated total indebtedness to consolidated adjusted EBITDA of 3.50 to 1.00 (which maximum ratio may be increased for certain periods following the consummation of certain material acquisitions). The 2026 DDTL Credit Agreement also includes customary events of default, including failure to pay principal, interest or fees when due, failure to comply with covenants, any representation or warranty made by the Company or any of its subsidiaries being false in any material respect, default under certain other material indebtedness, certain insolvency events affecting the Company or any of its material subsidiaries, certain ERISA events, material judgments and a change in control, in each case, subject to cure periods and thresholds where customary.

## 2025 Term Loan Credit Agreement

On April 30, 2025, the Company entered into a credit agreement (as amended, the 2025 Term Loan Credit Agreement) among the Company, as borrower, certain of our subsidiaries, as guarantors, each lender from time to time party thereto, and U.S. Bank National Association, as the administrative agent. In connection with the entry into the 2025 Revolving Credit Agreement, on July 30, 2025, the Company and lenders entered into an amendment to the 2025 Term Loan Credit Agreement to modify certain covenant baskets and other terms (including amendments to the leverage ratio definition) to conform to the 2025 Revolving Credit Agreement.

The 2025 Term Loan Credit Agreement has a maturity of two years and provides for a term loan of \$750. Proceeds of the term loan were applied to pay down the Company's U.S. commercial paper capacity and for other general corporate purposes, including working capital needs. During the first three months of 2026, the Company made loan repayments of \$15.0. Total outstanding borrowings under the Amended 2025 Term Loan Credit Agreement were \$505.0, as of April 4, 2026.

Borrowings under the 2025 Term Loan Credit Agreement, as amended, bear interest at an annual rate equal to, at the Company's option, either (i) Term SOFR plus a margin ranging from 0.875% to 1.375%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.375%, with the applicable margin determined by reference to the Company's debt ratings set forth in the 2025 Term Loan Credit Agreement. The loans under the 2025 Term Loan Credit Agreement may be prepaid by the Company at any time, in whole or in part, without penalty or premium, subject to certain conditions.

The 2025 Term Loan Credit Agreement contains customary affirmative and negative covenants that, among other things, will limit or restrict our ability to: incur additional debt or issue guarantees; create certain liens; merge or consolidate with another person; sell, transfer, lease or otherwise dispose of assets; and liquidate or dissolve. Additionally, the 2025 Term Loan Credit Agreement requires us not to permit the ratio of consolidated total indebtedness to consolidated earnings before interest, taxes, depreciation, amortization and other special, extraordinary, unusual, or non-recurring items (adjusted consolidated EBITDA) (leverage ratio) to exceed 3.50 to 1.00, with a qualified acquisition step up immediately following such qualified acquisition of 4.00 to 1.00 for four quarters, 3.75 to 1.00 for two quarters thereafter, and returning to 3.50 to 1.00 thereafter.

## SPX FLOW Senior Notes due 2030

In connection with the SPX FLOW acquisition, ITT assumed the aggregate principal amount of \$500 of 8.75% senior unsecured notes due in April 2030 (the Senior Notes). The Senior Notes were issued pursuant to an indenture, dated as of April 5, 2022, by SPX FLOW, the subsidiary guarantors named therein, and Wilmington Trust, National Association, as trustee of the Senior Notes. The Senior Notes were offered in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the Securities Act), and to certain non-U.S. persons in transactions outside of the United States in reliance on Regulation S under the Securities Act. During the first quarter of 2026, ITT paid \$532.80 to extinguish the Senior Notes, including \$21.9 of accrued interest and \$10.9 of premium, which resulted in a gain on extinguishment of \$1.8.

## NOTE 16 LONG-TERM INCENTIVE EMPLOYEE COMPENSATION

Our long-term incentive plan (LTIP) costs are primarily recorded within general and administrative expenses in our Consolidated Condensed Statements of Operations. The following table summarizes our LTIP costs.

For the Three Months Ended	April 4, 2026	March 29, 2025
Equity-based awards	\$ 9.0	\$ 7.9
Liability-based awards	2.0	0.7
Total share-based compensation expense	\$ 11.0	\$ 8.6

As of April 4, 2026, there was \$87.2 of total unrecognized compensation cost related to non-vested equity awards. This cost is expected to be recognized ratably over a weighted-average period of 2.2 years. Additionally, unrecognized compensation cost related to liability-based awards was \$6.1, which is expected to be recognized ratably over a weighted-average period of 2.2 years.

### Year-to-Date 2026 LTIP Activity (Equity-based Awards)

The majority of our LTIP awards are granted during the first quarter of each year and have three-year service periods. The majority of these awards either vest equally each year or at the completion of the three-year service period. During the three months ended April 4, 2026, we granted the following LTIP awards as provided in the table below:

	# of Awards Granted	Weighted Average Grant Date Fair Value Per Share
Restricted stock units (RSUs) <sup>(a)</sup>	0.1	\$ 197.70
Performance stock units (PSUs)	0.1	\$ 219.28

(a) Includes the CEO Retention Plan grant awarded on March 4, 2026 with a grant date fair value of \$7.0.

During the three months ended April 4, 2026 and March 29, 2025, a nominal amount of non-qualified stock options were exercised resulting in proceeds of \$0.1 and \$0.6, respectively. During the three months ended April 4, 2026 and March 29, 2025, RSUs of 0.1 and 0.1, respectively, vested and were issued. During the three months ended April 4, 2026 and March 29, 2025, PSUs of 0.1 and 0.1 that vested on December 31, 2025 and 2024, respectively, were issued.

## NOTE 17 CAPITAL STOCK

On March 2, 2026, the Company issued 3.84 shares of ITT common stock, representing \$777.2 of the consideration for the SPX FLOW acquisition. The shares were issued in a private placement exempt from registration under Section 4(a)(2) of the Securities Act.

On October 4, 2023, the Board of Directors approved an indefinite term \$1,000 open-market share repurchase program (the 2023 Plan). The following table summarizes our share repurchase activity during the three months ended April 4, 2026 and March 29, 2025, respectively.

For the Three Months Ended	April 4, 2026	March 29, 2025
Shares repurchased and retired	0.5	0.7
Cost of share repurchases	\$ 100.7	\$ 100.8

There was \$355 of remaining capacity left under the 2023 Plan as of April 4, 2026.

Separate from the open-market share repurchase program, the Company withholds shares of common stock in settlement of employee tax withholding obligations due upon the vesting of equity-based compensation awards.

The following table summarizes Company share withholdings related to net shares settlement of stock incentive plans.

For the Three Months Ended	April 4, 2026	March 29, 2025
Shares withheld for taxes related to net share settlement of stock incentive plans	0.1	0.1
Payments for taxes related to net share settlement of stock incentive plans	\$ 19.8	\$ 13.0

## NOTE 18 COMMITMENTS AND CONTINGENCIES

From time to time, we are involved in litigation, claims, government inquiries, investigations and proceedings, including but not limited to those relating to environmental exposures, intellectual property matters, personal injury claims, product liabilities, regulatory matters, commercial and government contract issues, employment and employee benefit matters, commercial or contractual disputes, and securities matters.

Although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information, including our assessment of the merits of the particular claim, as well as our current reserves and insurance coverage, we do not expect that such legal proceedings will have any material adverse impact on our financial statements, unless otherwise noted below. However, there can be no assurance that an adverse outcome in any of the proceedings described below will not result in material fines, penalties or damages, changes to the Company's business practices, loss of (or litigation with) customers or a material adverse effect on our financial statements.

### *Environmental Matters*

In the ordinary course of business, we are subject to federal, state, local, and foreign environmental laws and regulations. We are responsible, or are alleged to be responsible, for ongoing environmental investigation and site remediation. These sites are in various stages of investigation or remediation and in many of these proceedings our liability is considered de minimis. We have received notification from the U.S. Environmental Protection Agency, and from similar state and foreign environmental agencies, that a number of sites formerly or currently owned or operated by ITT, and other properties or water supplies that may be or have been impacted from those operations, contain disposed or recycled materials or wastes and require environmental investigation or remediation. These sites include instances where we have been identified as a potentially responsible party under federal and state environmental laws and regulations.

The following table provides a rollforward of our estimated environmental liability.

For the Three Months Ended	April 4, 2026	March 29, 2025
Environmental liability - beginning balance	\$ 56.1	\$ 54.9
Change in estimates for pre-existing accruals	1.7	0.2
Acquired	2.5	—
Payments	(0.8)	(0.7)
Foreign currency	0.1	0.1
Environmental liability - ending balance	\$ 59.6	\$ 54.5

Environmental-related assets, including estimated recoveries from insurance providers and other third parties, were \$10.3 as of April 4, 2026 and December 31, 2025.

The following table illustrates the reasonably possible high range of estimated liability and number of active sites.

As of the Period Ended	April 4, 2026	December 31, 2025
High-end estimate of environmental liability	\$ 100.7	\$ 97.3
Number of open environmental sites	27	26

As actual costs incurred at identified sites in future periods may vary from our current estimates given the inherent uncertainties in evaluating environmental exposures, management believes it is possible that the outcome of these uncertainties may have a material adverse effect on our financial statements.

## NOTE 19 DERIVATIVE FINANCIAL INSTRUMENTS

The Company is exposed to various market risks relating to its ongoing business operations. From time to time, we use derivative financial instruments to mitigate our exposure to certain of these risks, including foreign exchange rate fluctuations. By using derivatives, the Company is further exposed to credit risk. Our exposure to credit risk includes the counterparty's failure to fulfill its financial obligations under the terms of the derivative contract. The Company attempts to minimize its exposure by avoiding concentration risk among its counterparties and by entering into transactions with creditworthy counterparties.

### Foreign Currency Derivative Contracts

The Company enters into foreign currency forward or option contracts to mitigate foreign currency risk associated with transacting with international customers, suppliers, and subsidiaries. The notional amounts and fair values of our outstanding foreign currency derivative contracts, which are recorded within Other current assets in our Consolidated Condensed Balance Sheets, were as follows:

As of the Period Ended	April 4, 2026	December 31, 2025
Notional amount (U.S. dollar equivalent)	\$ 349.7	\$ 201.5
Fair value of foreign currency derivative contracts <sup>(a)</sup>	\$ 4.6	\$ 0.5

(a) Our foreign currency derivative contracts are classified within Level 2 of the fair value hierarchy because these contracts are not actively traded and the valuation inputs are based on market observable data of similar instruments.

Gains or losses arising from changes in fair value of our foreign currency derivative contracts are recorded within General and administrative expenses in our Consolidated Statements of Operations. The cash flow impact upon settlement of our foreign currency derivative contracts is included in operating activities in our Consolidated Statements of Cash Flows. The financial statement impact from foreign currency derivative contracts were as follows:

For the Three Months Ended	April 4, 2026	March 29, 2025
Gain/(loss) on foreign currency derivative contracts <sup>(a)</sup>	\$ 1.7	\$ (3.1)
Cash inflow from foreign currency derivative contracts	\$ 0.9	\$ 1.9

(a) None of our derivative contracts were designated as hedging instruments under ASC 815 - *Derivatives & Hedging*.

## NOTE 20 ACQUISITIONS AND DIVESTITURES

### Acquisition of SPX FLOW

On March 2, 2026, we completed the acquisition of 100% of SPX FLOW pursuant to the Membership Interest Purchase Agreement, dated December 4, 2025, with LSF11 Redwood Parent, L.P. (the Purchase Agreement). SPX FLOW is a provider of highly engineered equipment and process technologies serving industrial, chemical, energy, nutrition and health and personal care markets. Its portfolio includes brands and equipment designed to improve process efficiency, product quality and operational performance for customers worldwide. SPX FLOW's approximately 3,900 employees bring engineering expertise and customer intimacy that we believe will support long-standing relationships and help drive recurring aftermarket value across a large installed base. SPX FLOW, which generated revenue of \$1,340 during 2025, will be reported within our FT segment.

The total preliminary acquisition consideration of \$4,309.9, net of cash acquired, was funded through a combination of cash and equity. The final consideration is subject to a customary working capital adjustment. The following table summarizes the preliminary purchase consideration transferred in connection with the acquisition:

Cash, net of cash acquired	\$ 3,532.7
ITT equity value of shares issued <sup>(a)</sup>	777.2
Total purchase consideration	\$ 4,309.9

(a) Fair value of shares issued is based on 3.8 shares issued at a price of \$202.41 per share.

The primary areas of the purchase price allocations that are not yet finalized relate to the valuation of certain tangible and intangible assets, liabilities, income tax, and residual goodwill, which represents the excess of the purchase price over the fair value of the net tangible and other intangible assets acquired. The Company expects to obtain the information necessary to finalize fair value of the net assets and liabilities during the measurement period, not to exceed one year from the acquisition date. Changes to the preliminary estimates of the fair value during the measurement period will be recorded as adjustments to those assets and liabilities with a corresponding adjustment to goodwill in the period they occur.

The assets acquired and liabilities assumed for the SPX FLOW acquisition were recorded at fair value and are shown in the table below.

<b>Allocation of Purchase Price</b>	Preliminary
Receivables	\$ 210.6
Inventory	264.3
Plant, property and equipment	186.3
Goodwill <sup>(a)</sup>	2,313.3
Other intangible assets	2,835.0
Other assets	134.3
Accounts payable and accrued liabilities	(280.8)
Contract liabilities	(96.2)
Deferred tax liability	(616.6)
Long-term debt	(531.3)
Other liabilities	(109.0)
<b>Net assets acquired</b>	<b>\$ 4,309.9</b>

(a) Goodwill acquired with SPX FLOW is primarily attributable to the complementary nature of SPX FLOW's product portfolio to ITT's existing industrial flow equipment and services portfolio and our ITT's expansion in the health and nutrition sector. Goodwill is not expected to be deductible for income tax purposes

The amounts of sales and net loss from continuing operations before income taxes of SPX FLOW since the acquisition date, included in the Consolidated Statement of Operations for the three months ended April 4, 2026 are \$149.3 and \$5.8 million, respectively. Transaction expenses to complete the acquisition of \$49.2 were recognized within general and administrative expenses during the three months ended April 4, 2026.

#### *Pro Forma Financial Information*

The following table summarizes the condensed combined results of operations of the Company for the three months ended on April 4, 2026 and March 29, 2025, assuming the SPX FLOW acquisition had occurred on January 1, 2025.

For the Three Months Ended	April 4, 2026	March 29, 2025
Revenue	\$ 1,397.6	\$ 1,206.9
Net Income attributable to the combined entities	\$ 72.9	\$ (11.1)

The unaudited pro forma results are for informational purposes only and are not necessarily indicative of the actual results of operations that might have occurred had the acquisition occurred on January 1, 2025, nor are they necessarily indicative of future results. The unaudited pro-forma information for all periods presented includes the following adjustments, where applicable, for business combination accounting effects resulting from the acquisition: (i) the impact of the fair value step up in inventory, (ii) additional depreciation and amortization expense related to property, plant and equipment and finite-lived intangible assets acquired, (iii) repayment of SPX FLOW's indebtedness, (iv) additional interest expense related to financing for the acquisition, (v) transaction expenses, and (vi) the related tax effects assuming that the business combination occurred on January 1, 2025.

The unaudited pro-forma consolidated information for the quarter ended March 29, 2025 includes nonrecurring expenses of \$49.2 related to transaction costs, \$44.1 related to the step-up of inventory to fair value, and \$23.8 of backlog amortization.

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

*(In millions, except per share amounts, unless otherwise stated)*

### OVERVIEW

ITT Inc., through its worldwide subsidiaries, is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, energy, and health and nutrition markets. We manufacture components that are integral to the operation of systems and manufacturing processes in these key markets. Our products enable functionality for applications where reliability and performance are critically important to our customers and the users of their products.

Our businesses share a common, repeatable operating model centered on our engineering capabilities. Each business applies its technology and engineering expertise to solve our customers' most pressing challenges. Our applied engineering provides a valuable business relationship with our customers given the critical nature of their applications. This in turn provides us with unique insight to our customers' requirements and enables us to develop solutions to assist our customers in achieving their business goals. Our technology and customer intimacy produce opportunities to capture recurring revenue streams, aftermarket opportunities and long-lived platforms from original equipment manufacturers (OEMs).

Our product and service offerings are organized into three reportable segments: Flow Technologies (FT), Motion Technologies (MT), and Connect & Control Technologies (CCT). Flow Technologies, formerly Industrial Process, was renamed following our acquisition of SPX FLOW to reflect the expanded scale and capabilities of the combined operations. See Note 3, [Segment Information](#), to the Consolidated Condensed Financial Statements for a summary description of each segment. Additional information is also available in our [2025 Annual Report](#) within Part I, Item 1, "Description of Business."

All comparisons included within Management's Discussion and Analysis of Financial Condition and Results of Operations refer to the comparable three months ended March 29, 2025, unless stated otherwise.

Effective January 1, 2026, the Company is presenting intangible amortization as a separate line item within the consolidated statements of operations to enhance transparency and comparability. For additional information on the change in presentation, refer to Note 1, [Description of Business and Basis of Presentation](#). Management's discussion and analysis of the financial condition and results of operations have been adjusted to reflect the change in presentation.

## **Global Macroeconomic Conditions**

Global macroeconomic conditions continue to evolve against a backdrop of geopolitical uncertainty and shifting market demands. While these dynamics created areas of variability, the Company continued to apply disciplined execution and strategic investment across its businesses. For the remainder of 2026, we expect demand to remain firm, but with variation between industrial end markets. In addition, changes in geopolitical and energy market risk, tariffs and trade policies, workforce availability and cost, technology transformation and cost inflation are factors that we are watching that may impact our performance going forward.

*Geopolitical and Energy Market Risk:* Geopolitical developments, including heightened tensions and active conflict in the Middle East, may impact global supply chains, energy pricing trends, and defense-related procurement. In particular, the developing U.S. military conflict with Iran, along with the closure of the Strait of Hormuz, has contributed to increased volatility in global energy markets and higher oil and natural gas prices. These dynamics may influence customer investment decisions, project timing, logistics costs, and overall market conditions across certain end markets. At the same time, our growing presence in critical flow technologies, energy-related applications, and resilient aftermarket channels helps balance exposure to near-term volatility. Additionally, select programs within CCT may benefit from sustained or increased investments in defense, security, and national infrastructure. Overall, our continued portfolio evolution and diversified end-market exposure are intended to enhance durability and adaptability across macroeconomic and geopolitical cycles.

*Tariffs and Trade Policies:* Ongoing tariff regimes and changes in global trade frameworks may influence input costs and sourcing patterns. Trade policy volatility has remained elevated; however, recent legal developments, including a U.S. Supreme Court decision invalidating certain tariffs imposed in prior administrations, have introduced increased clarity into the trade environment. In response, the U.S. government has established programs to allow eligible companies to seek refunds of previously paid tariffs, and we are currently pursuing recovery under applicable refund mechanisms, where appropriate. The timing and ultimate amount of any recovery remain uncertain.

*Workforce Availability and Cost:* Labor markets remain tight in certain geographies and functions, particularly for specialized technical and engineering roles, although availability has improved modestly in some regions as workforce participation and hiring conditions have adjusted. Wage inflation has moderated relative to prior periods but continues to exceed historical norms in select locations. We continue to address these dynamics through targeted talent development, workforce planning, and selective automation, which enhance productivity while supporting high levels of quality, safety, and on-time delivery. These initiatives strengthen our long-term operational capabilities and support sustainable growth across varying demand environments.

*Technology Transformation:* Advancements in automation, data analytics, artificial intelligence, and digital manufacturing platforms continue to accelerate across industrial markets. We view this shift as an opportunity to further enhance efficiency, reliability, and customer value; however, it also exposes us to additional cybersecurity risks and the possibility that our competitors may adopt and leverage these technologies more rapidly or effectively. We are continuing to expand digital investments across operations and product lines, including technologies that improve asset performance, energy efficiency and total costs for customers.

*Supply Chain and Cost Inflation:* We continue to experience variability in material availability, logistics conditions, and input costs caused by geopolitical developments, trade policy actions, and intermittent supply-chain disruptions. While inflationary pressures have moderated in certain categories relative to prior periods, cost volatility and supplier risk persist. We are addressing these factors through dual-sourcing strategies, long-term supply agreements, strengthened supplier partnerships, and targeted inventory buffers, which help support consistent delivery performance and mitigate potential impacts.

*Sustainability and Energy Transition:* Evolving environmental expectations, energy-security priorities, and customer decarbonization initiatives continue to influence capital spending and product design. These trends are creating opportunities across our portfolio, particularly in energy-efficient solutions, advanced flow technologies, and cryogenic and compressor systems supporting liquid natural gas, ammonia, hydrogen, and carbon capture applications. We continue to invest in product innovation and operational sustainability, enhancing our ability to support customers as they balance decarbonization goals with reliability, affordability, and system resiliency requirements.

## EXECUTIVE SUMMARY

The following table provides a summary of key performance indicators for the first quarter of 2026 as compared to the first quarter of 2025. There were four additional working days in the quarter versus the prior year.

Revenue	Operating Income	Operating Margin	EPS
\$1,212	\$141	11.7%	\$0.89
33% Increase	-6% Decrease	-480 bps Decrease	-28% Decrease
Organic Revenue*	Adjusted Operating Income*	Adjusted Operating Margin*	Adjusted EPS*
\$1,013	\$246	20.3%	\$1.98
11% Increase	42% Increase	130 bps Increase	25% Increase

\*Represents a non-GAAP financial measure

Further details related to these results are contained elsewhere in the Discussion of Financial Results section. Refer to the section titled "[Key Performance Indicators and Non-GAAP Measures](#)" for definitions and reconciliations between GAAP and non-GAAP metrics, including organic revenue, adjusted operating income, adjusted operating margin, and adjusted EPS.

Our first quarter 2026 results are summarized below:

- Revenue of \$1,211.9 increased by \$298.9 including \$151.4 from acquisition activity and \$47.8 from favorable foreign currency translation. Organic revenue increased 10.9%, or \$99.7, driven by growth in pump projects and valves in FT, strength across end markets in CCT, led by aerospace and defense, and Friction original equipment market outperformance in MT.
- Operating income of \$141.2 decreased 6.4%, or \$9.7, primarily due to acquisition-related costs of \$67.5 and increased intangible amortization expense of \$12.7 related to our acquisition of SPX FLOW. Adjusted operating income increased 41.7%, or \$72.3, driven by volume leverage, benefits from productivity actions, and a favorable foreign currency impact, partially offset by material cost inflation.
- Income from continuing operations was \$0.89 per diluted share, a decrease of \$0.44 as compared to the prior year, primarily due to acquisition-related costs and intangible amortization expenses. Adjusted income from continuing operations was \$1.98 per diluted share, an increase of 25.3%, or \$0.40, due to a strong operational performance by each business segment, including accretion from the acquisition of SPX FLOW, partially offset by an increase in interest and tax expenses and a higher weighted average share count.

## DISCUSSION OF FINANCIAL RESULTS

For the Three Months Ended	April 4, 2026	March 29, 2025	Change
Revenue	\$ 1,211.9	\$ 913.0	32.7 %
Gross profit	428.8	323.2	32.7 %
Operating expenses	287.6	172.3	66.9 %
Operating income	141.2	150.9	(6.4)%
Interest and non-operating expenses, net	12.4	6.6	87.9 %
Income tax expense	49.3	35.2	40.1 %
Net income attributable to ITT Inc.	\$ 78.0	\$ 108.4	(28.0)%
Gross margin	35.4 %	35.4 %	— bps
Operating expense to revenue ratio	23.7 %	18.9 %	480 bps
Operating margin	11.7 %	16.5 %	(480)bps
Effective tax rate	38.3 %	24.4 %	1,390 bps

## REVENUE

The following table illustrates the revenue derived from each of our segments.

For the Three Months Ended	April 4, 2026	March 29, 2025	Change	Organic Growth <sup>(a)</sup>
Flow Technologies	\$ 537.4	333.3	61.2 %	12.2 %
Motion Technologies	397.2	\$ 346.1	14.8 %	5.3 %
Connect & Control Technologies	278.5	234.7	18.7 %	17.5 %
Eliminations and Other	(1.2)	(1.1)		
<b>Total Revenue</b>	<b>\$ 1,211.9</b>	<b>\$ 913.0</b>	<b>32.7 %</b>	<b>10.8 %</b>

(a) See the section titled “[Key Performance Indicators and Non-GAAP Measures](#)” for a definition and reconciliation of organic revenue.

### Flow Technologies

FT revenue for the three months ended April 4, 2026 increased \$204.1, including \$151.4 from acquisition activity and \$12.1 from favorable foreign currency translation. Organic revenue increased 12.2%, or \$40.6, primarily reflecting growth in project pumps of 16% and short-cycle of 10%, including a strong execution from Svanehøj and valves.

### Motion Technologies

MT revenue for the three months ended April 4, 2026 increased \$51.1, including \$32.8 from favorable foreign currency translation. Organic revenue increased 5.3%, or \$18.3, primarily reflecting growth from Friction original equipment and aftermarket, as well as strength from KONI rail.

### Connect & Control Technologies

CCT revenue for the three months ended April 4, 2026 increased 18.7%, or \$43.8, driven by growth in both connectors and components and across end markets, with particular strength within commercial aerospace and industrial, and benefits from pricing actions. Organic revenue for the period increased 17.5%.

## GROSS PROFIT

Gross profit for the three months ended April 4, 2026 increased 32.7% to \$428.8. The increase in gross profit was primarily driven by the acquisition of SPX FLOW, volume leverage and benefits from pricing actions and net savings from productivity and sourcing initiatives, partially offset by unfavorable sales mix and higher freight costs.

## OPERATING EXPENSES

The following table summarizes our operating expenses, including by segment.

For the Three Months Ended	April 4, 2026	March 29, 2025	Change
General and administrative expenses	\$ 154.1	\$ 85.1	81.1 %
Sales and marketing expenses	73.7	47.9	53.9 %
Research and development expenses	33.1	25.3	30.8 %
Intangible amortization	26.7	14.0	90.7 %
<b>Total operating expenses</b>	<b>\$ 287.6</b>	<b>\$ 172.3</b>	<b>66.9 %</b>
Total operating expenses by segment:			
Flow Technologies	\$ 125.6	71.0	76.9 %
Motion Technologies	35.7	\$ 38.7	(7.8)%
Connect & Control Technologies	52.6	46.4	13.4 %
Corporate & Other	73.7	16.2	354.9 %

General and administrative (G&A) expenses increased 81.1%, or \$69.0, driven by higher acquisition-related expenses of \$53.1, increased restructuring expenses of \$4.3, unfavorable foreign currency impacts of approximately \$4.0, and higher personnel-related costs of \$4.1.

Sales and marketing expenses increased 53.9%, or \$25.8, primarily driven by the acquisition of SPX FLOW and higher personnel and commissions expenses.

Research and development expenses increased 30.8%, or \$7.8, primarily due to the acquisition of SPX FLOW and timing of customer-funded R&D project activity.

Intangible amortization increased 90.7%, or \$12.7 primarily due to the amortization of backlog and customer relationship intangible assets acquired in connection with the purchase of SPX FLOW.

## OPERATING INCOME

The following table summarizes our operating income and margin by segment.

For the Three Months Ended	April 4, 2026	March 29, 2025	Change
Flow Technologies	\$ 82.1	\$ 63.5	29.3 %
Motion Technologies	83.4	67.6	23.4 %
Connect & Control Technologies	49.2	36.0	36.7 %
Corporate and Other	(73.5)	(16.2)	353.7 %
<b>Total operating income</b>	<b>\$ 141.2</b>	<b>\$ 150.9</b>	<b>(6.4)%</b>
Operating margin:			
Flow Technologies	15.3 %	19.1 %	(380)bps
Motion Technologies	21.0 %	19.5 %	150 bps
Connect & Control Technologies	17.7 %	15.3 %	240 bps
Consolidated operating margin	11.7 %	16.5 %	(480)bps

FT operating income increased 29.3%, or \$18.6, primarily driven by higher sales volume, benefits from pricing actions, and net savings from productivity and sourcing initiatives. Operating income growth was partially offset by increased intangible amortization of \$16.1, unfavorable sales mix, and higher restructuring and bad debt expense.

MT operating income increased 23.4%, or \$15.8, primarily due to higher sales volume, net savings from productivity and sourcing initiatives, and a favorable impact from foreign currency fluctuations, partially offset by competitive pricing dynamics.

CCT operating income increased 36.7%, or \$13.2, primarily driven by benefits from higher sales volume and pricing actions, partially offset by higher material costs and R&D expenses.

Other corporate costs increased \$57.3, primarily due to acquisition-related professional service costs and increased restructuring expenses.

## INTEREST AND NON-OPERATING EXPENSES, NET

The following table summarizes our interest and non-operating income and expenses.

For the Three Months Ended	April 4, 2026	March 29, 2025	Change
Interest expense	\$ 24.7	\$ 9.3	165.6 %
Interest income	(10.4)	(1.7)	511.8 %
Other non-operating income, net	(1.9)	(1.0)	90.0 %
<b>Total interest and non-operating expenses, net</b>	<b>\$ 12.4</b>	<b>\$ 6.6</b>	<b>87.9 %</b>

Interest expense increased 165.6%, or \$15.4, due to higher outstanding long-term debt and commercial paper balances during 2026 primarily stemming from the financing of the SPX FLOW acquisition. Interest income increased 511.8%, or \$8.7, due to a higher average cash on deposit balance during 2026 subsequent to

the \$1.3 billion equity issuance in December 2025 and until the closing of SPX FLOW acquisition. Other non-operating income, net increased 90.0%, or \$0.9, primarily due to a gain on the early extinguishment of debt.

## INCOME TAX EXPENSE

The following table summarizes our income tax expense and effective tax rate (ETR).

For the Three Months Ended	April 4, 2026	March 29, 2025	Change
Income tax expense	\$ 49.3	\$ 35.2	40.1 %
Effective tax rate	38.3 %	24.4 %	1,390 bps

The effective tax rate for the three months ended April 4, 2026 increased to 38.3% primarily due to the recognition of additional tax expense related to undistributed foreign earnings, transaction-related costs incurred in connection with the acquisition of SPX FLOW, and the impact of amended tax filings in Luxembourg. In addition, the acquisition affected the geographic mix of earnings which further contributed to the higher effective tax rate for the period.

In October 2021, more than 135 countries and jurisdictions agreed to participate in a “two-pillar” international tax approach developed by the OECD, which includes establishing a global minimum corporate tax rate of 15 percent. The OECD published Tax Challenges Arising from the Digitalisation of the Economy — Global Anti-Base Erosion Model Rules (Pillar Two) in December 2021 and subsequently issued additional commentary and administrative guidance clarifying several aspects of the model rules. Since the model rules have been released, many countries have enacted Pillar Two-related laws, many of which became effective January 1, 2024 with additional laws effective January 1, 2025. As of April 4, 2026, the Company does not expect Pillar Two taxes to have a significant impact on its 2026 financial statements.

On January 5, 2026, the OECD released a Pillar Two Administrative Guidance package containing the Side-by-Side Safe Harbor (the SbS). Under the SbS, Multinational Enterprises headquartered in a jurisdiction that has a Qualified SbS Regime are eligible for the SbS election. The United States is listed as a jurisdiction with a Qualified SbS Regime. By making the SbS election, top-up taxes under the Income Inclusion Rule (the IIR) and Undertaxed Profits Rule (the UTPR) are set to zero. However, the SbS does not have an impact on the application of Pillar Two Qualified Domestic Minimum Top-up Taxes (the QDMTT). Jurisdictions are required to implement the SbS effective for fiscal years beginning on or after January 1, 2026 (or at the earliest practicable date where there are constitutional or other superior law constraints preventing retroactive adoption). ITT will monitor the adoption of SbS in each jurisdiction and intends to elect the SbS where available.

On July 4, 2025, President Trump signed the One Big Beautiful Bill Act (OBBBA), which includes a broad range of tax reform provisions affecting businesses, including extending and modifying certain key Tax Cuts & Jobs Act provisions (both domestic and international) and expanding certain Inflation Reduction Act incentives while accelerating the phase-out of others. The Company evaluated the OBBBA and implemented certain provisions of the legislation during the current quarter; the Company continues to evaluate the ongoing effects of the legislation.

See Note 6, [Income Taxes](#), to the Consolidated Condensed Financial Statements for further information.

## LIQUIDITY AND CAPITAL RESOURCES

### *Funding and Liquidity Strategy*

We monitor our funding needs and execute strategies to meet overall liquidity requirements, including the management of our capital structure, on both a short- and long-term basis. Significant factors that affect our overall management of liquidity include our cash flow from operations, credit ratings, the availability of commercial paper, access to bank lines of credit, term loans, and the ability to attract long-term capital on satisfactory terms. We assess these factors along with current market conditions on a continuous basis, and as a result, may alter the mix of our short- and long-term financing when it is advantageous to do so. We expect to have enough liquidity to fund operations for at least the next 12 months and beyond.

We manage our worldwide cash requirements considering available funds among the many subsidiaries through which we conduct business and the cost effectiveness with which those funds can be accessed. We support our growth and expansion in markets outside of the U.S. through the enhancement of existing products and development of new products, increased capital spending, and potential foreign acquisitions. We look for opportunities to access cash balances in excess of local operating requirements to meet our global liquidity needs in a cost-efficient manner. We transfer cash between certain international subsidiaries and the U.S. when it is cost effective to do so. During the three months ended April 4, 2026, we had net cash distributions from foreign countries to the U.S. of \$1.6. During the year ended December 31, 2025, we had net cash distributions from foreign countries to the U.S. of \$577.5. The timing and amount of any additional future distributions will be evaluated based on our jurisdictional cash needs.

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, several factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board of Directors deems relevant. Therefore, we cannot provide any assurance as to what level of dividends, if any, will be paid in the future. In the first quarter of 2026, we declared a dividend of \$0.386 per share for shareholders of record on March 6, 2026, which was a 10% increase from the quarterly dividends of \$0.351 that were declared in 2025. Dividend payments during the three months ended April 4, 2026 amounted to \$35.0.

From time to time, the Company may repurchase shares of its stock on the open market. The timing of any repurchases and the actual number of shares repurchased depends on a variety of factors, including remaining authorization under existing Board-approved share repurchase program, the Company's stock price, restrictions under the Company's debt obligations, other uses for capital, the dilutive impact of shares issued during the period related to the Company's long-term incentive plans, impacts on the value of remaining shares, and market and economic conditions. We spent approximately \$100 on open-market share repurchases under our share repurchase program during both the three months ended April 4, 2026 and March 29, 2025. All repurchased shares are retired immediately following the repurchases. See Part II, Item 2, [Unregistered Sales of Equity Securities and Use of Proceeds](#), for additional information.

### *Commercial Paper*

When available and economically feasible, we have accessed the commercial paper market through programs in place in the U.S. and Europe to supplement cash flows generated internally and to provide additional short-term funding.

The following table presents our outstanding commercial paper borrowings.

	April 4, 2026	December 31, 2025
Commercial Paper Outstanding - U.S. Program	\$ 264.7	\$ —
Commercial Paper Outstanding - Euro Program	207.4	258.0
<b>Total Commercial Paper Outstanding</b>	<b>\$ 472.1</b>	<b>\$ 258.0</b>

During the three months ended April 4, 2026, we borrowed under the U.S. commercial paper program to support the timing of overall liquidity requirements for general corporate purposes. See Note 15, [Debt](#), to the Consolidated Condensed Financial Statements for further information.

### **2025 Revolving Credit Agreement**

On July 30, 2025, we entered into a revolving credit facility agreement with a syndicate of third-party lenders including U.S. Bank National Association, as administrative agent (the 2025 Revolving Credit Agreement). Upon its effectiveness, the 2025 Revolving Credit Agreement replaced the revolving credit facility agreement that we entered into on August 5, 2021, with a syndicate of third-party lenders including Bank of America, N.A., as administrative agent (the 2021 Revolving Credit Agreement). The 2021 Revolving Credit Agreement was terminated on July 30, 2025 with no outstanding balances remaining. The 2025 Revolving Credit Agreement matures in July 2030 and provides for an aggregate principal amount of up to \$1,100. The 2025 Revolving Credit Agreement provides for a potential increase of commitment of up to \$550 for a possible maximum of \$1,650 in aggregate commitments at the request of the Company and with the consent of the institutions providing such increase of commitments. As of April 4, 2026, there were no outstanding borrowings under the 2025 Revolving Credit Agreement.

Borrowings under the 2025 Revolving Credit Agreement bear interest at an annual rate equal to, at the Company's option, either (i) term secured overnight financing rate (Term SOFR) plus a margin ranging from 0.785% to 1.150%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.150%, with the applicable margin determined by reference to the Company's debt ratings set forth in the 2025 Revolving Credit Agreement. There is a commitment fee under the 2025 Revolving Credit Agreement ranging from 0.090% to 0.225% of commitments under the 2025 Revolving Credit Agreement.

The 2025 Revolving Credit Agreement contains customary affirmative and negative covenants. See Note 15, [Debt](#), to the Consolidated Condensed Financial Statements for further information.

### **2026 DDTL Credit Agreement**

On February 18, 2026, the Company entered into a credit agreement (the 2026 DDTL Credit Agreement) among the Company, as borrower, certain of its subsidiaries, as co-borrowers, each lender from time to time party thereto, and U.S. Bank National Association, as the administrative agent, sole lead arranger and sole bookrunner.

The 2026 DDTL Credit Agreement provides for delayed draw term loan commitments (the DDTL Commitments) in an aggregate principal amount of \$2,875, which may be drawn, on up to two occasions, to finance the Company's acquisition of SPX FLOW. The DDTL Commitments expire on September 11, 2026 to the extent such DDTL Commitments are undrawn or have not otherwise been terminated prior to such date. An unused commitment fee on the daily unused portion of the DDTL Commitments will accrue at a rate per annum equal to 0.10% during the period from and including May 3, 2026 until the earlier of (i) the date on which the DDTL Loans (as defined below) are fully funded and (ii) the date on which the DDTL Commitments terminate or expire.

The loans drawn under the 2026 DDTL Credit Agreement (the DDTL Loans) will mature two years from the date of the first borrowing of the DDTL Loans. Total outstanding borrowings under the 2026 DDTL Credit Agreement were \$2,875 as of April 4, 2026.

The DDTL Loans will bear interest at rate per annum equal to, at the Company's option, either (i) Term SOFR plus a margin ranging from 1.00% to 1.50%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.50%, with the applicable margin determined by reference to the Company's debt ratings as set forth in the 2026 DDTL Credit Agreement. The DDTL Loans may be prepaid by the Company at any time, in whole or in part, without penalty or premium, subject to certain customary conditions.

The 2026 DDTL Credit Agreement contains customary affirmative and negative covenants. See Note 15, [Debt](#), to the Consolidated Condensed Financial Statements for further information.

### **2025 Term Loan Credit Agreement**

On April 30, 2025, the Company entered into a credit agreement (as amended, the 2025 Term Loan Credit Agreement) among the Company, as borrower, certain of our subsidiaries, as guarantors, each lender from time to time party thereto, and U.S. Bank National Association, as the administrative agent. The 2025 Term Loan Credit Agreement has a maturity of two years and provides for a term loan of \$750. Proceeds of the term loan were applied to pay down the Company's U.S. commercial paper capacity and for other general corporate purposes, including working capital needs. In connection with the entry into the 2025 Revolving Credit Agreement, on July 30, 2025, the Company and lenders entered into an amendment to the 2025 Term Loan Credit Agreement to modify certain covenant baskets and other terms (including amendments to the leverage ratio definition) to conform to the 2025 Revolving Credit Agreement.

The 2025 Term Loan Credit Agreement has a maturity of two years and provides for a term loan of \$750. Proceeds of the term loan were applied to pay down the Company's U.S. commercial paper capacity and for other general corporate purposes, including working capital needs.

Total outstanding borrowings under the Amended 2025 Term Loan Credit Agreement were \$505.0, as of April 4, 2026.

Borrowings under the 2025 Term Loan Credit Agreement bear interest at an annual rate equal to, at the Company's option, either (i) Term SOFR plus a margin ranging from 0.875% to 1.375%, or (ii) an alternate base rate plus a margin ranging from 0.0% to 0.375%, with the applicable margin determined by reference to the Company's debt ratings set forth in the 2025 Term Loan Credit Agreement. The loans under the 2025 Term Loan Credit Agreement may be prepaid by the Company at any time, in whole or in part, without penalty or premium, subject to certain conditions.

The 2025 Term Loan Credit Agreement contains customary affirmative and negative covenants. See Note 15, [Debt](#), to the Consolidated Condensed Financial Statements for further information.

### **Sources and Uses of Liquidity**

Our principal source of liquidity is our cash flow generated from operating activities, which provides us with the ability to meet the majority of our short-term funding requirements. The following table summarizes net cash provided by or used in operating, investing, and financing activities from continuing operations.

For the Three Months Ended	April 4, 2026	March 29, 2025
Operating activities	\$ 39.9	\$ 113.4
Investing activities	(3,560.0)	(40.7)
Financing activities	2,383.1	(79.9)
Foreign exchange	(4.3)	7.9
<b>Total net cash from continuing operations</b>	<b>\$ (1,141.3)</b>	<b>\$ 0.7</b>

#### *Operating Activities*

The decrease in net cash from operating activities of \$73.5 was primarily due to \$71.4 transaction expenses paid related to the SPX FLOW acquisition, higher interest and tax payments, and increased commodity pre-purchases to secure supply and cost.

#### *Investing Activities*

The increase in net cash used in investing activities of \$3,519.3 was primarily driven by the acquisition of SPX FLOW. In addition, cash used for capital expenditures declined \$10.7 to \$26.1.

#### *Financing Activities*

The change in net cash flows related to financing activities of \$2,463.0 was primarily due to the long-term debt issued in connection with the acquisition of SPX FLOW of \$2,868.3, net of debt issue costs. The increase in financing activities was partially offset by an increase in long-term debt repayments of \$316.8, including the repayment of the SPX FLOW Senior Notes, and a reduction in commercial paper borrowings of \$74.1.

### **KEY PERFORMANCE INDICATORS AND NON-GAAP MEASURES**

Management reviews a variety of key performance indicators including revenue, operating income and margin, and earnings per share. In addition, we consider certain measures to be useful to management and investors when evaluating our operating performance for the periods presented. These measures provide a tool for evaluating our ongoing operations and management of assets from period to period. This information can assist investors in assessing our financial performance and measures our ability to generate capital for deployment among competing strategic alternatives and initiatives, including, but not limited to, acquisitions, dividends, and share repurchases. Some of these metrics, however, are not measures of financial performance under accounting principles generally accepted in the United States of America (GAAP) and should not be considered a substitute for measures determined in accordance with GAAP. We consider the following non-GAAP measures, which may not be comparable to similarly titled measures reported by other companies, to be key performance indicators for purposes of our reconciliation tables.

- “Organic Revenue” is defined as revenue, excluding the impacts of foreign currency fluctuations, acquisitions, and divestitures that may or may not qualify as discontinued operations. Current year activity from acquisitions is excluded for twelve months following the closing date of acquisition. The period-over-period change resulting from foreign currency fluctuations is estimated using a fixed exchange rate for both the current and prior periods. Prior year revenue is adjusted to exclude activity during the comparable period for twelve months post-closing date for divestitures that do not qualify as discontinued operations. We believe that reporting organic revenue provides useful information to investors by helping identify underlying trends in our business and facilitating comparisons of our revenue performance with prior and future periods and to our peers.

Reconciliations of revenue to organic revenue for the three months ended April 4, 2026 are provided below.

Three Months Ended April 4, 2026	Flow Technologies	Motion Technologies	Connect & Control Technologies	Eliminations	Total ITT
2026 Revenue	\$ 537.4	\$ 397.2	\$ 278.5	\$ (1.2)	\$ 1,211.9
Less: Acquisitions	151.4	—	—	—	151.4
Less: Foreign currency translation	12.1	32.8	2.8	0.1	47.8
2026 Organic revenue	\$ 373.9	\$ 364.4	\$ 275.7	\$ (1.3)	\$ 1,012.7
2025 Revenue	\$ 333.3	\$ 346.1	\$ 234.7	\$ (1.1)	\$ 913.0
Organic growth	\$ 40.6	\$ 18.3	\$ 41.0	\$	\$ 99.7
Percentage change	12.2 %	5.3 %	17.5 %		10.9 %

- “Adjusted Operating Income” is defined as operating income adjusted to exclude special items that include, but are not limited to, restructuring, intangible amortization, certain asset impairment charges, certain acquisition- and divestiture-related impacts, and unusual or infrequent operating items. Special items represent charges or credits that impact current results, which management views as unrelated to the Company’s ongoing operations and performance. “Adjusted Operating Margin” is defined as adjusted operating income divided by revenue. We believe these financial measures are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

Reconciliations of operating income to adjusted operating income (loss) for the three months ended April 4, 2026 and March 29, 2025 are provided below.

Three Months Ended April 4, 2026	Flow Technologies	Motion Technologies	Connect & Control Technologies	Corporate and Other	Total ITT
Operating income	\$ 82.1	\$ 83.4	\$ 49.2	\$ (73.5)	\$ 141.2
Acquisition-related costs <sup>(a)</sup>	14.4	—	0.1	53.0	67.5
Intangible amortization	23.0	0.3	3.4	—	26.7
Restructuring costs	7.7	0.5	1.1	1.5	10.8
Other special items	0.1	(0.6)	—	(0.1)	(0.6)
Adjusted operating income	\$ 127.3	\$ 83.6	\$ 53.8	\$ (19.1)	\$ 245.6
Operating margin	15.3 %	21.0 %	17.7 %		11.7 %
Adjusted operating margin	23.7 %	21.1 %	19.3 %		20.3 %

(a) Acquisition-related costs include inventory fair value step-up amortization expense of \$13.9.

Three Months Ended March 29, 2025	Flow Technologies	Motion Technologies	Connect & Control Technologies	Corporate and Other	Total ITT
Operating income	\$ 63.5	\$ 67.6	\$ 36.0	\$ (16.2)	\$ 150.9
Intangible amortization	6.8	0.2	7.0	—	14.0
Restructuring costs	4.2	0.2	2.1	—	6.5
Acquisition-related costs	0.4	—	(0.1)	—	0.3
Other special items	0.9	0.7	—	—	1.6
Adjusted operating income	\$ 75.8	\$ 68.7	\$ 45.0	\$ (16.2)	\$ 173.3
Operating margin	19.1 %	19.5 %	15.3 %		16.5 %
Adjusted operating margin	22.7 %	19.8 %	19.2 %		19.0 %

- “Adjusted Income from Continuing Operations” is defined as income from continuing operations attributable to ITT Inc. adjusted to exclude special items that include, but are not limited to, restructuring, intangible amortization, certain asset impairment charges, certain acquisition- and divestiture-related impacts, income tax settlements or adjustments, and unusual or infrequent items. Special items represent charges or credits, on an after-tax basis, that impact current results, which management views as unrelated to the Company’s ongoing operations and performance. The after-tax basis of each special item is determined using the jurisdictional tax rate of where the expense or benefit occurred. “Adjusted Income from Continuing Operations per Diluted Share” (Adjusted EPS) is defined as adjusted income from continuing operations divided by diluted weighted average common shares outstanding. We believe that adjusted income from continuing operations and adjusted EPS are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

Reconciliations of adjusted income from continuing operations attributable to ITT to income from continuing operations attributable to ITT and adjusted income from continuing operations attributable to ITT per diluted share to income from continuing operations attributable to ITT per diluted share (EPS) for the three months ended April 4, 2026 and March 29, 2025 are provided below. Per share amounts are reported in ones and may not calculate due to rounding.

For the Three Months Ended	April 04, 2026		March 29, 2025	
	Income from Continuing Operations	EPS	Income from Continuing Operations	EPS
Reported	\$ 78.0	\$ 0.89	\$ 108.4	\$ 1.33
Acquisition-related costs	67.5	0.77	0.3	—
Intangible amortization	26.7	0.30	14.0	0.17
Restructuring costs	10.8	0.12	6.5	0.08
Other pre-tax special items	(0.6)	(0.01)	1.6	0.02
Net tax benefit of pre-tax special items	(26.1)	(0.30)	(4.8)	(0.06)
Other tax-related special items <sup>(a)(b)</sup>	17.4	0.21	3.4	0.04
Adjusted	\$ 173.7	\$ 1.98	\$ 129.4	\$ 1.58

(a) The three months ended April 4, 2026 include tax expense related to undistributed foreign earnings of \$6.4, tax expense of \$9.4 associated with amended tax filings in Luxembourg, tax expense of \$1.8 related to transaction-related costs incurred in connection with the SPX FLOW acquisition, and other special-item tax (benefits) of \$(0.3).

(b) The three months ended March 29, 2025 include tax expense (benefit) on undistributed foreign earnings of \$2.5 and other tax special items of \$0.9.

## RECENT ACCOUNTING PRONOUNCEMENTS

See Note 2, [Recent Accounting Pronouncements](#), to the Consolidated Condensed Financial Statements for information on recent accounting pronouncements.

## CRITICAL ACCOUNTING ESTIMATES

The preparation of the Company's financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. The Company believes the most complex and sensitive judgments, because of their significance to the Consolidated Condensed Financial Statements, result primarily from the need to make estimates about the effects of matters that are inherently uncertain. Management's Discussion and Analysis of Financial Condition and Results of Operations in the [2025 Annual Report](#) describes the critical accounting estimates that are used in the preparation of the Consolidated Condensed Financial Statements. Actual results in these areas could differ from management's estimates. There have been no material changes concerning the Company's critical accounting estimates as described in our [2025 Annual Report](#).

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no material change in the information concerning market risk as stated in our [2025 Annual Report](#). See Note 19, [Derivative Financial Instruments](#), to the Consolidated Condensed Financial Statements for information on the Company's use of derivative financial instruments to mitigate exposure from foreign currency exchange rate fluctuations and commodity price fluctuations.

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

The Chief Executive Officer and Chief Financial Officer of the Company have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the Exchange Act) as of the end of the period covered by this Report. Based on such evaluation, such officers have concluded that, as of the end of the period covered by this Report, the Company's disclosure controls and procedures were effective. The Company completed the acquisition of SPX FLOW on March 2, 2026 and has not yet fully incorporated SPX FLOW's internal controls and procedures into the Company's internal control over financial reporting. This integration will be completed within the time period permitted by the applicable rules and regulations of the U.S. Securities and Exchange Commission for a recently acquired business.

### Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the period covered by this Report that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

From time to time, we are involved in legal proceedings that are incidental to the operation of our business. For a discussion of legal proceedings, see Note 18, [Commitments and Contingencies](#), to the Consolidated Condensed Financial Statements.

### ITEM 1A. RISK FACTORS

Reference is made to the risk factors set forth in Part I, Item 1A, "Risk Factors", of our [2025 Annual Report](#), which are incorporated by reference herein. Other than the following risk factor, there have been no material changes with regard to the risk factors disclosed in such report.

#### **The conflict involving the United States, Israel, and Iran and related geopolitical instability may adversely affect our business.**

In February 2026, the United States and Israel conducted coordinated military strikes against Iran, which responded with missile attacks across the region. Although we do not have material operations in the Middle East, the ongoing conflict, and any further escalation, including additional military actions, retaliatory measures, sanctions, disruptions to trade or transportation routes, cyberattacks, or other governmental or market responses, has resulted in, and could continue to result in, significant disruptions to global energy supplies and increases in energy prices. These developments may heighten inflationary pressures on our input costs and supply chain, adversely affect global supply chains, energy and commodity markets, currency exchange rates, financial markets, and overall macroeconomic conditions, and negatively impact customer demand in the markets in which we operate. While we expect the conflict to continue to affect our business, financial condition, and results of operations, the extent and duration of these impacts remain uncertain.

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

On March 2, 2026, the Company issued 3,839,824 shares of ITT common stock, representing \$777.2 of the consideration issued of LSF11 Redwood Parent, L.P., a Delaware limited partnership, for the SPX FLOW acquisition. The shares were issued in a private placement exempt from registration under Section 4(a)(2) of the Securities Act.

On October 4, 2023, the Board of Directors approved an indefinite term \$1,000 open-market share repurchase program (the 2023 Plan). As of April 4, 2026, there was \$355 of remaining capacity under the 2023 Plan. Share repurchase activity during the three months ended April 4, 2026 is shown in the table below.

PERIOD	TOTAL NUMBER OF SHARES PURCHASED <sup>(1)(3)</sup>	AVERAGE PRICE PAID PER SHARE <sup>(2)</sup>	TOTAL NUMBER OF SHARES PURCHASED AS PART OF PUBLICLY ANNOUNCED PLANS OR PROGRAMS <sup>(3)</sup>	APPROXIMATE DOLLAR VALUE OF SHARES THAT MAY YET BE PURCHASED UNDER THE PLANS OR PROGRAMS (IN MILLIONS)
1/1/2026 - 1/31/2026	—	\$ —	—	\$ 455
2/1/2026 - 2/28/2026	—	\$ —	—	\$ 455
3/1/2026 - 4/4/2026	532,377	\$ 187.84	532,377	\$ 355

(1) Excludes shares withheld in settlement of employee tax withholding obligations due upon the vesting of restricted stock unit and performance stock unit awards.

(2) Average price paid per share is calculated on a settlement basis and excludes commissions.

(3) Amounts are in whole numbers.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## ITEM 5. OTHER INFORMATION

### Disclosure pursuant to Section 219 of the Iran Threat Reduction & Syria Human Rights Act (ITRA)

This disclosure is made pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 which added subsection (r) to Section 13 of the Exchange Act (Section 13(r)). Section 13(r) requires an issuer to disclose in its annual or quarterly reports whether it or any of its affiliates have knowingly engaged in certain activities, transactions or dealings relating to Iran. Disclosure of such activities, transactions or dealings is required even when conducted outside the United States by non-U.S. persons in compliance with applicable law, and whether or not such activities are sanctionable under U.S. law.

In its [2012 Annual Report](#), ITT described its acquisition of all the shares of Joh. Heinr. Bornemann GmbH (Bornemann) in November 2012, as well as certain activities of Bornemann in Iran and the wind down of those activities in accordance with a General License issued on December 26, 2012 by the Office of Foreign Assets Control (the General License). As permitted by the General License, on or before March 8, 2013, Bornemann completed the wind-down activities and ceased all activities in Iran. As required to be disclosed by Section 13(r), the gross revenues and operating income to Bornemann from its Iranian activities subsequent to its acquisition by ITT were 2.2 million Euros and 1.5 million Euros, respectively. Prior to its acquisition by ITT, Bornemann issued a performance bond to its Iranian customer in the amount of 1.3 million Euros (the Bond). Bornemann requested that the Bond be canceled prior to March 8, 2013; however, the former customer refused this request and as a result the Bond remains outstanding. Bornemann did not receive gross revenues or operating income, or pay interest, with respect to the Bond in any subsequent periods through April 4, 2026, however, Bornemann did pay fees of approximately 3 thousand Euros during the three months ended April 4, 2026 and annual fees of 7 thousand Euros during 2025 to the German financial institution which is maintaining the Bond.

### Rule 10b5-1 Trading Plans

During the three months ended April 4, 2026, no director or executive officer of the Company adopted, modified, or terminated a trading arrangement intended to satisfy the affirmative defenses of Rule 10b5-1(c) under the Exchange Act or a “non-Rule 10b5-1 trading arrangement,” as defined in Item 408(a) of Regulation S-K except as set forth below.

## ITEM 6. EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
(10.1)	<a href="#">Credit Agreement, dated February 18, 2026, by and among ITT Inc., certain of its subsidiaries, as co-borrowers, each lender from time to time party thereto, and U.S. Bank National Association, as the administrative agent, sole lead arranger and sole bookrunner</a> Incorporated by reference to Exhibit 1.1 of ITT Inc.'s Form 8-K dated February 18, 2026
(10.2)	<a href="#">Registration Rights Agreement, dated March 2, 2026, by and among ITT Inc. and LSF11 Redwood Parent, L.P.</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 8-K dated March 2, 2026
(10.3)*	<a href="#">Form of 2026 Performance Unit Award Agreement</a>
(10.4)*	<a href="#">Form of 2026 Restricted Unit Award Agreement</a>
(10.5)*	<a href="#">Form of 2026 Restricted Stock Unit Award Agreement for Non-Employee Directors</a>
(31.1)	<a href="#">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</a>
(31.2)	<a href="#">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</a>
(32.1)	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
(32.2)	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
(101)	The following materials from ITT Inc.'s Quarterly Report on Form 10-Q for the quarter ended April 4, 2026, formatted in Inline XBRL (Inline Extensible Business Reporting Language): (i) Consolidated Condensed Statements of Operations, (ii) Consolidated Condensed Statements of Comprehensive Income, (iii) Consolidated Condensed Balance Sheets, (iv) Consolidated Condensed Statements of Cash Flows, (v) Consolidated Condensed Statements of Changes in Shareholders' Equity, (vi) Notes to Consolidated Condensed Financial Statements, and (vii) Cover Page
(104)	The cover page from the Quarterly Report on Form 10-Q for the quarter ended April 4, 2026, formatted in Inline XBRL (included in Exhibit 101).

\* Management compensatory plan

## 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.

ITT Inc.

(Registrant)

By:                   /s/ CHERYL DE MESA GRAZIANO                    
                  Cheryl de Mesa Graziano  
                  Vice President and Chief Accounting Officer  
                  (Principal Accounting Officer)

May 6, 2026

**ITT INC. 2011 OMNIBUS INCENTIVE PLAN**  
**PERFORMANCE UNIT AWARD AGREEMENT**

THIS AGREEMENT (the “Agreement”), effective as of the **4th** day of **March 2026**, by and between ITT Inc. (the “Company”) and \_\_\_\_\_ (the “Participant”),

WITNESSETH:

WHEREAS, the Participant is now employed by the Company or an Affiliate (as defined in the Company’s 2011 Omnibus Incentive Plan (the “Plan”)) as an employee, and in recognition of the Participant’s valued services, the Company, through the Compensation and Human Capital Committee of its Board of Directors (the “Committee”), desires to provide an inducement to remain in service of the Company and an incentive for increased efforts during such service pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, which is incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

- (a) **Grant of Award and Performance Period.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Participant this performance unit award (the “Award”). A performance unit corresponds to the right to receive one Share, subject to the terms of the Award. The target number of performance units subject to this Award is \_\_\_\_\_ (the “Target Units”). The actual number of performance units that will be settled under this Award will depend upon the achievement of the performance goals described in Section 2 of this Agreement during the Performance Period, which for this Award commences **January 1, 2026** and ends **December 31, 2028**.
- (b) **Terms and Conditions.** It is understood and agreed that this Award is subject to the following terms and conditions:
- (a) **Determination of Performance Unit Award Payout.** The “Performance Unit Award Payout” shall be the sum of the TSR Unit Payout and the ROIC Unit Payout, each as described below.
- (i) *TSR Unit Payout.* 50% of the Target Units shall be “TSR Target Units.” The performance units calculated with respect to the TSR Target Units shall be determined in accordance with the following formula:

$$\text{TSR Unit Payout} = \text{TSR Payout Factor} \times \text{TSR Target Units}$$

The “TSR Payout Factor” is based on the Company’s Total Shareholder Return (defined and measured as described below, the “TSR”) for the Performance Period relative to the TSR for each company (x) in the S&P 400 Capital Goods Index and (y) listed on Appendix A ((x) and (y) collectively, the “Peer Group”), determined in accordance with the following table:

<b>If Company's TSR rank against the Peer Group is</b>	<b>TSR Payout Factor (% of TSR Target Units)</b>
at the 80 <sup>th</sup> percentile or more	200%
at the 50 <sup>th</sup> percentile	100%
at the 35 <sup>th</sup> percentile	50%
less than the 35 <sup>th</sup> percentile	0%
The TSR Payout Factor is interpolated for actual results between the 35 <sup>th</sup> percentile and the 80 <sup>th</sup> percentile shown above.	

“Total Shareholder Return” is the percentage change in value of a shareholder’s investment in the Company’s common stock from the beginning to the end of the Performance Period, assuming reinvestment of dividends and any other shareholder payouts during the Performance Period. For purposes of this Agreement, the stock price at the beginning of the Performance Period will be the average closing stock price over the trading days in the month immediately preceding the start of the Performance Period, and the stock price at the end of the Performance Period will be the average closing stock price over the trading days in the last month of the Performance Period.

- (ii) *ROIC Unit Payout.* 50% of the Target Units shall be “ROIC Target Units.” The performance units calculated with respect to the ROIC Target Units shall be determined in accordance with the following formula:

$$\text{ROIC Unit Payout} = \text{ROIC Payout Factor} \times \text{ROIC Target Units}$$

The “ROIC Payout Factor” is based on the Company’s Return on Invested Capital (defined and measured as described below, the “ROIC”).

ROIC will be calculated following each year of the Performance Period and the annual results will be averaged to yield the final “Average ROIC”. ROIC will be calculated as a percentage calculated by dividing (A) income from continuing operations attributable to the Company, after income taxes, adjusted to exclude the impact from special items, interest expense, and amortization expense from intangible assets by (B) average total assets of continuing operations, less non-interest bearing current liabilities for the five preceding quarterly periods. Special items represent significant charges or credits that impact results, but may not be related to the Company’s ongoing operations and performance, as disclosed in the Company’s filings with the Securities and Exchange Commission.

The “ROIC Payout Factor” is determined in accordance with the following table:

Average ROIC Targets	ROIC Payout Factor (% of ROIC Target Units)
18.0%	200%
16.4%	100%
14.8%	50%
Less than 14.8%	0%
The ROIC Payout Factor has a maximum of 200%. Actual results will be interpolated between the points shown above.	

The Average ROIC Targets set forth in the table above will be automatically adjusted annually during the Performance Period for material acquisitions or divestitures, or other one-time events, or material changes in laws, regulations or accounting principles. Such adjustment will reflect the impacts of such acquisition, divestiture or other event in accordance with the acquisition projections or applicable strategic or operating plan.

- (b) **Form and Timing of Payment of Award.** Payment with respect to an earned Award shall be made (i) as soon as practicable (but not later than March 15<sup>th</sup>) in the calendar year following the close of the Performance Period, and (ii) in Shares in an amount equal to the Performance Unit Award Payout, as determined under this Section 2, in each case subject to subsections 2(d) and 2(e).
- (c) **Effect of Termination of Employment.** Except as otherwise provided below (each provision of which is subject to the Committee's discretion), if the Participant's employment with the Company or an Affiliate of the Company is terminated for any reason prior to the end of the Performance Period, any Award subject to this Agreement shall be immediately forfeited.
- (i) Termination due to Death or Disability. If the Participant's termination of employment is due to death or Disability (as defined below), the Award shall vest and will be payable at the time and in the form as provided in subsection 2(b) above and shall be based on the performance criteria set forth in subsection 2(a) above as measured for the entire Performance Period.
- (ii) Termination due to Early Retirement. If the Participant's termination of employment is due to Early Retirement (as defined below), then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests due to termination of the Participant's employment due to Early Retirement shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning

of the Performance Period and the denominator of which is 36. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.

- (iii) Termination by the Company for Other than Cause. If the Participant's employment is terminated by the Company (or an Affiliate of the Company, as the case may be) for other than Cause, a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests due to termination of the Participant's employment by the Company for other than cause shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 36. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period. The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Participant and the Company, or if not defined therein, or if there is no such agreement, the Participant's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Participant knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Participant's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Participant's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Participant's violation of any of the applicable provisions of subsection 2(i) of this Agreement; or (h) breach of any restrictive covenant, including confidentiality or non-competition covenants, entered into between the Participant and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.
- (iv) Termination Due to Normal Retirement.
- (A) After First 12 Months. If the Participant's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the first day of the Performance Period, the Award shall vest and will be payable in the amount determined pursuant to subsection 2(a) at the time and in the form as provided in subsection 2(b) above.
- (B) Within First 12 Months. If the Participant's separation from service is due to Normal Retirement, and the separation from service occurs within the first twelve (12) months of the Performance Period, then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will

be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests in accordance with the previous sentence shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 12. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.

- (v) **Early and Normal Retirement.** For purposes of this Agreement, the term “Early Retirement” shall mean any termination of the Participant’s employment (other than a Normal Retirement) after the date the Participant attains age 55 and completes 10 or more Years of Service (as such term is defined in the ITT U.S. Severance Plan for Salaried Employees). The term “Normal Retirement” shall mean any termination of the Participant’s employment after (A) the date the Participant attains age 62 and completes 10 or more Years of Service (as such term is defined in the ITT U.S. Severance Plan for Salaried Employees) or, if earlier, (B) the date the Participant attains age 65.
  - (vi) **Disability.** For purposes of this Agreement, the term “Disability” shall mean the complete and permanent inability of the Participant to perform all of his or her duties under the terms of his or her employment, as determined by the Company upon the basis of such evidence, including independent medical reports and data, as the Company deems appropriate or necessary.
- (d) **Acceleration Event - Involuntary Termination of Employment Without Cause or Termination With Good Reason.**
- (i) **Vesting.** Notwithstanding anything in the Plan to the contrary other than subsection 2(e)(i) (but subject to the Committee’s discretion), if, during the Performance Period, the Participant’s employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Participant’s Early or Normal Retirement, Disability, or death, or (B) by the Participant because of Good Reason, then the Award shall become fully vested and valued as provided below in this subsection 2(d) and shall be paid at the time specified in subsection 2(b).
  - (ii) **Payment Amount.** Notwithstanding any provisions of this Agreement to the contrary, the value of the Performance Unit Award Payout payable under this subsection 2(d) shall be equal to the greater of (A) the “most recent share price” multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the “most recent performance period” and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the “most recent performance period” or (B) the “most recent share price” multiplied by the Target Units. For this purpose, “most recent share price” means the market price of a Share on the date of the Acceleration Event, and “most recent performance period” means the performance period with respect to a similar performance-based award of

the Company that most recently ended before the termination of employment.

- (iii) **Good Reason.** For this purpose, the term “Good Reason” shall mean (A) without the Participant’s express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Participant, (I) a reduction in the Participant’s annual base compensation (whether or not deferred), (II) the assignment to the Participant of any duties inconsistent in any material respect with the Participant’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (III) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (B) without the Participant’s express written consent, the Company’s requiring the Participant’s primary work location to be other than within twenty-five (25) miles of the location where the Participant was principally working immediately prior to the Acceleration Event; provided, that “Good Reason” shall cease to exist for an event on the 90th day following the later of its occurrence or the Participant’s knowledge thereof, unless the Participant has given the Company notice thereof prior to such date.

(e) **Other Payments After an Acceleration Event.**

- (i) **Going Private Transaction.** If an Acceleration Event occurs that constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder (“Section 409A”) and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly traded, the Award shall immediately become 100% vested as of the date of the Acceleration Event and be settled in cash on such date in the amount described in clause (iii) below.
- (ii) **Other Acceleration Event.** If clause (i) above does not apply and a Performance Period ends after the occurrence of an Acceleration Event, then, notwithstanding any provisions of this Agreement to the contrary (except as provided in subsection 2(d), and subject to the Committee’s discretion), the Award shall be settled at the time provided in subsection 2(b) in the amount determined under clause (iii) below.
- (iii) **Amount.** In the event of a payment under clause (i) or clause (ii), above, the value of the Performance Unit Award Payout payable at a time otherwise provided herein shall be equal to the greater of (A) the “most recent share price” multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the “most recent performance period” and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the “most recent performance period” or (B) the “most recent share price” multiplied by the Target Units. For this purpose, “most recent share price” means the market price of a Share on the date of the Acceleration Event, and “most recent performance period” means the performance period with respect to a similar performance-based award of the Company that most recently ended before the Acceleration Event.

- (f) **Tax Withholding.** Payments with respect to Awards under the Plan shall be subject to applicable tax withholding obligations as described in Article 15 of the Plan, or, if the Plan is amended, successor provisions.
- (g) **No Shareholder Rights.** The Participant shall not be entitled to any rights or privileges of ownership of Shares with respect to this Award unless and until a Share is actually delivered to the Participant in settlement of this Award pursuant to this Agreement.
- (h) **Participant Bound by Plan and Rules; Clawback Policy.** The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Participant agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the settlement of the Award subject to this Agreement. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Participant's termination of employment, and any such interpretation shall be final. To the extent permitted by applicable law, any Award granted pursuant to this Agreement (including any proceeds, gains or other economic benefit Participant actually or constructively receives upon distribution of any Award or the receipt or resale of any Shares underlying an Award) is and will remain subject to any policy governing the recoupment or recovery of erroneously awarded executive compensation (i.e., a clawback policy) the Company has adopted or adopts at any point in the future, as such policy may be amended from time to time, including any clawback policy adopted to comply with applicable laws and/or listing standards (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder). In addition to any other remedies available under such policy and applicable law, the Company may require the cancellation of Participant's Award (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Award.
- (i) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Participant, the Participant agrees as follows:
- (i) During Participant's employment with the Company (which, for purposes of this subsection 2(i) includes its subsidiaries), Participant will not, directly or Indirectly, engage or attempt to engage in any activity that conflicts with Participant's employment obligations to the Company or violates ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments. "Indirectly" means Participant will not assist others in performing those activities Participant is prohibited from engaging in directly pursuant to the terms of this Agreement.
- (ii) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, Participant agrees that Participant will not within the Restricted Area, directly or Indirectly, except with the Company's prior written approval from an authorized officer, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in a Competitive Activity. "Competitive Activity" shall mean performing the same or similar services Participant performed on behalf of the Company for, or

have an ownership interest in, a Competitor. "Competitor" shall mean any person, firm, or corporation engaged in, or about to be engaged in, the same or a substantially similar business as the Company within the Restricted Area. As used in this Agreement: "Restricted Area" means the territory (i.e. the assigned territory or, in the absence of an assigned territory, the narrower of the (i) state(s), (ii) county(ies), or (iii) city(ies) Participant provided Material services), during the twelve (12) months prior to the Last Day, Participant: (a) provided Material services on behalf of the Company (or in which Participant supervised, directly or Indirectly, the servicing activities), or (b) if Participant had national responsibilities for the Company, any location where Participant performed Material responsibilities and where performing those responsibilities for a Competitor will provide an unfair advantage to that Competitor, including because of Participant's access to and use of confidential information; "Material" means Participant's primary job duties and responsibilities for the Company; "Last Day" means Participant's last day of employment with the Company regardless of the reason for Participant's separation, including voluntary and involuntary; and "Indirectly" means Participant will not assist others in performing those activities Participant is prohibited from engaging in directly pursuant to the terms of this Agreement.

- (iii) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, the Participant shall not, directly or Indirectly: (a) solicit or attempt to solicit any Customer; or (b) induce or encourage any Customer to terminate a relationship with the Company or otherwise to cease accepting services or products from the Company, including a reduction in such services or products. As used in this Agreement: "Customer" means any person(s) or entity(ies) whom, within twelve (12) months prior to the Last Day, Participant, directly or Indirectly (e.g., through employees whom Participant supervised): (a) provided products or services in connection with the Company's business; or (b) provided written proposals concerning receiving products or services from the Company.
- (iv)
- (v) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, Participant shall not, directly or Indirectly: (a) solicit, recruit, encourage (or attempt to solicit, recruit or encourage), or by assisting others in soliciting, recruiting or encouraging, any Company employees with whom Participant worked, had business contact, or about whom Participant gained non-public or confidential information ("Protected Employees"); (b) contact or communicate with Protected Employees for the purpose of inducing, assisting, encouraging and/or facilitating them to terminate their employment with the Company or find employment or work with another person or entity; (c) provide or pass along to any person or entity the name, contact and/or background information about any Protected Employees or provide references or any other information about them; (d) provide or pass along to Protected Employees any information regarding potential jobs or entities or persons for which to work, including but not limited to job openings, job postings, or the names or contact information of individuals or companies hiring people or accepting job applications; and/or (e) offer employment or work to any Protected Employees.

- (vi) Participant agrees not to make or publish any disparaging or defamatory statements about the Company, or any of the Company's current, former or future managers or representatives.
- (vii) Participant agrees that damages in the event of a breach by Participant of Participant's obligations in this Agreement, including in this subsection 2(j), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Participant agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.
- (viii) If the Participant violates the terms of this subsection 2(i), then, in addition to any other remedy the Company might have, no amount shall be due to the Participant under this Agreement and the Participant shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds from Shares, if applicable).
- (ix) Notice to Attorneys. For a Participant who is an attorney, the provisions in subsection 2(i)(ii) will apply only to prohibit Participant's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company. This restriction and the other restrictions in subsection 2(i) are not intended to bar Participant from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other confidential information, as defined in the Participant's respective confidentiality agreement with the Company.
- (x) The non-competition obligations in this section shall not apply to Participant if Participant is covered under applicable state or local law prohibiting non-competes, including on the basis of Participant's income at the time of enforcement
- (j) **Governing Law.** This Agreement is issued in Stamford, Connecticut, and shall be governed and construed in accordance with the laws of the State of Connecticut, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (k) **Jurisdiction.** Participant hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of Connecticut (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.
- (l) **Attorneys' Fees.** If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.

- (m) **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.
- (n) **Tolling.** The Company reserves the right to request, and Participant will not object, that a court of competent jurisdiction extend the restricted period for any period of time that Participant is in breach of this Agreement as a form of equitable relief so that the Company receives the full benefit of Participant's promises in the restrictive covenants.
- (o) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.
  - (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Participant is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Participant's separation from service, then, to the extent required under Section 409A, any portion of this Award that would otherwise be distributed upon the Participant's termination of employment, shall instead be distributed on the earlier of (x) the first business day of the seventh month following the date of the Participant's termination of employment or (y) the Participant's death.
  - (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Participant to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
- (p) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.
- (q) **Entire Agreement, Amendments.** Participant agrees that this Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, either oral or in writing, between Participant and the Company with respect to all matters within the scope of this Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Participant and an authorized officer of the Company. This Agreement shall be enforced in accordance with its terms and shall not be construed against either party

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer, President or a Vice President, as of the **4th** day of **March 2026**.

Agreed to: **ITT Inc.**

\_\_\_\_\_  
Participant

Dated: \_\_\_\_\_

Dated: March 4, 2026

**TSR ADDITIONAL PEER GROUP Companies**

Aptiv  
Akebono  
Allison  
Brembo  
Cooper-Standard  
Cummins  
Dana  
Honeywell  
KSB  
Sensata  
Sulzer  
Visteon  
Weir

If (i) any TSR Additional Peer Group company's TSR shall cease to be publicly available (due to a business combination, receivership, bankruptcy or other event) or (ii) if any such company is no longer publicly traded or (iii) if as a result of a spin-off, divestiture or other business transaction any such resulting company is no longer comparable to the Company due to a significant reduction in revenue or market capitalization or elimination of comparable lines of business, then in each case the Compensation & Human Capital Committee of the Company shall exclude that company from the TSR Additional Peer Group.

**ITT INC.**  
**2011 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AGREEMENT**

THIS AGREEMENT (the “Agreement”), effective as of the **4th** day of **March, 2026**, by and between ITT Inc. (the “Company”) and \_\_\_\_\_ (the “Grantee”),

WITNESSETH:

WHEREAS, the Grantee is now employed by the Company or an Affiliate (as defined in the Company’s 2011 Omnibus Incentive Plan (the “Plan”)) as an employee, and in recognition of the Grantee’s valued services, the Company, through the Compensation and Human Capital Committee of its Board of Directors (the “Committee”), desires to provide an inducement to remain in service of the Company and as an incentive for increased efforts during such service pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, a copy of which is attached hereto and incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Restricted Stock Units.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby confirms the grant on **March 4, 2026** (the “Grant Date”) to the Grantee of \_\_\_\_\_ Restricted Stock Units. The Restricted Stock Units are notional units of measurement corresponding to Shares of common stock (*i.e.*, one Restricted Stock Unit is equivalent in value to one Share).

The Restricted Stock Units represent an unfunded, unsecured right to receive Shares (and dividend equivalent payments pursuant Section 2(b) hereof) in the future if the conditions set forth in the Plan and this Agreement are satisfied.

2. **Terms and Conditions.** It is understood and agreed that the Restricted Stock Units are subject to the following terms and conditions:
  - (a) **Restrictions.** Except as otherwise provided in the Plan and this Agreement, neither this Award nor any Restricted Stock Units subject to this Award may be sold, assigned, pledged, exchanged, transferred, hypothecated or encumbered, other than to the Company as a result of forfeiture of the Restricted Stock Units.
  - (b) **Voting and Dividend Equivalent Rights.** The Grantee shall not have any privileges of a stockholder of the Company with respect to the Restricted Stock Units, including without limitation any right to vote Shares or to receive dividends. Dividend equivalents shall be earned with respect to each Restricted Stock Unit that vests. The amount of dividend equivalents earned with respect to each such Restricted Stock Unit that vests shall be equal to the total dividends declared on a Share where the record date of the dividend is between the Grant Date of this Award and the date this Award is settled. Any dividend equivalents earned shall be paid in cash to the Grantee when the Shares subject to the vested

Restricted Stock Units are issued. No dividend equivalents shall be earned or paid with respect to any Restricted Stock Units that do not vest. Dividend equivalents shall not accrue interest.

(c) **Vesting of Restricted Stock Units and Payment.**

- (i) Vesting. Subject to earlier vesting pursuant to subsection 2(d) below, the Restricted Stock Units shall vest in three installments (meaning the Period of Restriction shall lapse and the Restricted Stock Units shall become free of the forfeiture provisions in this Agreement) in accordance with the following schedule:
- (A) One-third of the Restricted Stock Units shall vest on March 4, 2027,
  - (B) One-third of the Restricted Stock Units shall vest on March 4, 2028,
  - (C) One-third of the Restricted Stock Units shall vest on March 4, 2029;
- (ii) provided in each case that the Grantee has been continuously employed by the Company or an Affiliate on a full-time basis from the Grant Date through the date such Restricted Stock Units vest. For the avoidance of doubt, continuous employment of a Grantee by the Company or an Affiliate for purposes of vesting in the Restricted Stock Units granted hereunder shall include continuous employment with the Company for so long as the Grantee continues working at such entity.
- (iii) Payment of the Award. Except as provided in subsection 2(l) below, as soon as practicable after the date the Restricted Stock Units vest (including vesting upon a separation from service pursuant to subsection 2(d) below), the Company will deliver to the Grantee (A) one Share for each vested Restricted Stock Unit, with any fractional Shares resulting from proration pursuant to subsection 2(d) to be rounded to the nearest whole Share (with 0.5 to be rounded up) and (B) an amount in cash attributable to any dividend equivalents earned in accordance with subsection 2(b) above, in the case of (A) and (B) less any Shares or cash withheld in accordance with subsection 2(e) below.
- (iv) Payment after Acceleration Event. If, prior to the payment date, Shares cease to exist as a result of an Acceleration Event and this Award is not assumed, converted, or otherwise replaced with a comparable award, the RSUs shall be settled in cash instead of Shares, and the amount of cash paid on the settlement date specified in this Agreement shall equal the sum of (A) the Fair Market Value of one Share multiplied by the number of vested RSUs, plus (B) the dividend equivalents described herein. For this purpose, "Fair Market Value" shall be the fair market value on the date of the Acceleration Event. However, if the Acceleration Event constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder ("Section 409A") and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly

traded, the Restricted Stock Units shall immediately become 100% vested as of the date of the Acceleration Event and be settled on such date.

- (d) **Effect of Termination of Employment.** If the Grantee's employment with the Company and its Affiliates is terminated for any reason and such termination constitutes a "separation from service" within the meaning of Section 409A, any Restricted Stock Units that are not vested at the time of such separation from service shall be immediately forfeited except as follows:
- (i) Separation from Service due to Death or Disability. If the Grantee's separation from service is due to death or Disability (as defined below), the Restricted Stock Units shall immediately become 100% vested as of such separation from service. For purposes of this Agreement, the term "Disability" shall mean the complete and permanent inability of the Grantee to perform all of his or her duties under the terms of his or her employment, as determined by the Company upon the basis of such evidence, including independent medical reports and data, as the Company deems appropriate or necessary.
  - (ii) Separation from Service due to Early Retirement or Separation from Service by the Company for Other than Cause. If the Grantee's separation from service is due to Early Retirement (as defined below) or an involuntary separation from service by the Company (or an Affiliate, as the case may be) for other than Cause (other than as specified in (iv), below), a prorated portion of the Restricted Stock Units shall immediately vest as of such separation from service. For these purposes,
    - (A) the prorated portion of the Restricted Stock Units shall be determined by (x) multiplying the total number of Restricted Stock Units subject to this Award by a fraction, the numerator of which is the number of full months during which the Grantee has been continually employed since the Grant Date (not to exceed **36** in the aggregate) and the denominator of which is **36** (for avoidance of doubt, the period during which the Grantee may receive severance in the form of salary continuation or otherwise shall not affect the determination of the date of the Grantee's separation from service or the date this Award is settled, and subtracting from that amount (y) the number of Restricted Stock Units that have already vested pursuant to Section 2(c)(i)); and
    - (B) full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Early Retirement" shall mean any termination (other than a Normal Retirement) of the Grantee's employment after the date the Grantee attains age 55 and completes 10 or more Years of Service (as such term is defined in the ITT U.S. Severance Plan). The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Grantee and the Company, or if not defined therein, or if there is no such agreement, the Grantee's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity

that the Grantee knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Grantee's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Grantee's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Grantee's violation of any of the applicable provisions of subsection 2(g) of this Agreement; or (h) breach of any restrictive covenant, including confidentiality or non-competition covenants, entered into between the Grantee and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.

- (iii) Separation from Service Due to Normal Retirement. If the Grantee's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the Grant Date, the Grantee's Restricted Stock Units shall immediately become 100% vested as of such separation from service. If the Grantee's separation from service is due to Normal Retirement and the separation from service occurs within the twelve (12) month period beginning on the Grant Date, a prorated portion of the Restricted Stock Units shall immediately vest as of such separation from service in an amount equal to the number of Restricted Stock Units granted herein multiplied by a fraction, the numerator of which is the number of full months in such twelve (12) month period that were completed before the Grantee's separation and the denominator of which is twelve (12). For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Normal Retirement" shall mean any termination of the Grantee's employment after (A) the date the Grantee attains age 62 and completes 10 or more Years of Service (as such term is defined in the ITT U.S. Severance Plan) or, if earlier, (B) the date the Grantee attains age 65.

- (iv) Separation from Service After an Acceleration Event. If the Grantee's employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Grantee's Early or Normal Retirement, Disability, or death, or (B) by the Grantee because of Good Reason, then any unvested Restricted Stock Units shall immediately become 100% vested. For this purpose, the term "Good Reason" shall mean (i) without the Grantee's express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Grantee, (a) a reduction in the Grantee's annual base compensation (whether or not deferred), (b) the assignment to the Grantee of any duties inconsistent in any material respect with the Grantee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (c) any

other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (ii) without the Grantee's express written consent, the Company's requiring the Grantee's primary work location to be other than within twenty-five (25) miles of the location where the Grantee was principally working immediately prior to the Acceleration Event; provided, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or the Grantee's knowledge thereof, unless the Grantee has given the Company notice thereof prior to such date.

- (e) **Tax Withholding.** In accordance with Article 15 of the Plan, the Company may make such provisions and take such actions as it may deem necessary for the withholding of all applicable taxes attributable to the Restricted Stock Units and any related dividend equivalents.
- (f) **Grantee Bound by Plan and Rules.** The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Grantee agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the date the Restricted Stock Units vest. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Grantee's termination of employment, and any such interpretation shall be final. Terms used herein and not otherwise defined shall be as defined in the Plan.
- (g) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Grantee, the Grantee agrees as follows:
- (i) During Grantee's employment with the Company (which, for purposes of this subsection 2(g) includes its subsidiaries), Grantee will not, directly or Indirectly, engage or attempt to engage in any activity that conflicts with Grantee's employment obligations to the Company, or violates ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments. "Indirectly" means Grantee will not assist others in performing those activities Grantee is prohibited from engaging in directly pursuant to the terms of this Agreement.
- (ii) During Grantee's employment and for a period of twelve (12) months following Grantee's Last Day, Grantee agrees that Grantee will not within the Restricted Area, directly or Indirectly, except with the Company's prior written approval from an authorized officer, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in a Competitive Activity. "Competitive Activity" shall mean performing the same or similar services Grantee performed on behalf of the Company for, or have an ownership interest in, a Competitor. "Competitor" shall mean any person, firm, or corporation engaged in, or about to be engaged in, the same or a substantially similar business as the Company within the Restricted Area. As used in this Agreement: "Restricted Area" means the territory (i.e. the assigned territory or, in the absence of an assigned territory, the narrower

of the (i) state(s), (ii) county(ies), or (iii) city(ies) Grantee provided Material services), during the twelve (12) months prior to the Last Day, Grantee: (a) provided Material services on behalf of the Company (or in which Grantee supervised, directly or Indirectly, the servicing activities), or (b) if Grantee had national responsibilities for the Company, any location where Grantee performed Material responsibilities and where performing those responsibilities for a Competitor will provide an unfair advantage to that Competitor, including because of Grantee's access to and use of confidential information; "Material" means Grantee's primary job duties and responsibilities for the Company; "Last Day" means Grantee's last day of employment with the Company regardless of the reason for Grantee's separation, including voluntary and involuntary.

- (iii) During Grantee's employment and for a period of twelve (12) months following Grantee's Last Day, the Grantee shall not, directly or Indirectly: (a) solicit or attempt to solicit any Customer; or (b) induce or encourage any Customer to terminate a relationship with the Company or otherwise to cease accepting services or products from the Company, including a reduction in such services or products. As used in this Agreement: "Customer" means any person(s) or entity(ies) whom, within twelve (12) months prior to the Last Day, Grantee, directly or Indirectly (e.g., through employees whom Grantee supervised): (a) provided products or services in connection with the Company's business; or (b) provided written proposals concerning receiving products or services from the Company.
- (iv) During Grantee's employment and for a period of twelve (12) months following Grantee's Last Day, Grantee shall not, directly or Indirectly (a) solicit, recruit, encourage (or attempt to solicit, recruit or encourage), or assist others in soliciting, recruiting or encouraging, any Company employees with whom Grantee worked, had business contact, or about whom Grantee gained non-public or confidential information ("Protected Employees"); (b) contact or communicate with Protected Employees for the purpose of inducing, assisting, encouraging and/or facilitating them to terminate their employment with the Company or find employment or work with another person or entity; (c) provide or pass along to any person or entity the name, contact and/or background information about any Protected Employees or provide references or any other information about them; (d) provide or pass along to Protected Employees any information regarding potential jobs or entities or persons for which to work, including but not limited to job openings, job postings, or the names or contact information of individuals or companies hiring people or accepting job applications; and/or (e) offer employment or work to any Protected Employees.
- (v) Grantee agrees not to make or publish any disparaging or defamatory statements about the Company, or any of the Company's current, former or future managers or representatives.
- (vi) Grantee agrees that damages in the event of a breach by Grantee of Grantee's obligations in this Agreement, including in this subsection 2(g), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Grantee agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an

immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.

- (vii) If the Grantee violates the terms of this subsection 2(g), then, in addition to any other remedy the Company might have, no amount shall be due to the Grantee under this Agreement and the Grantee shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds therefrom).
- (viii) Notice to Attorneys. For a Grantee who is an attorney, the provisions in subsection 2(g)(ii) will apply only to prohibit Grantee's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company. This restriction and the other restrictions in subsection 2(g) are not intended to bar Grantee from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other confidential information, as defined in the Grantee's respective confidentiality agreement with the Company.
- (ix) The non-competition obligations in this section shall not apply to Grantee if Grantee is covered under applicable state or local law prohibiting non-competes, including on the basis of Grantee's income at the time of enforcement.
- (h) **Governing Law**. This Agreement is issued, and the Restricted Stock Units evidenced hereby are granted, in Stamford, Connecticut, and shall be governed and construed in accordance with the laws of the State of Connecticut, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (i) **Jurisdiction**. Grantee hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of Connecticut (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.
- (j) **Attorneys' Fees**. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.
- (k) **Severability**. Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such

invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.

- (l) **Tolling.** The Company reserves the right to request, and Grantee will not object, that a court of competent jurisdiction extend the restricted period for any period of time that Grantee is in breach of this Agreement as a form of equitable relief so that the Company receives the full benefit of Grantee's promises in the restrictive covenants.
- (m) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.
  - (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Grantee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Grantee's separation from service, then, to the extent required under Section 409A, any Shares that would otherwise be distributed (along with the cash value of all dividend equivalents that would be payable) upon the Grantee's separation from service shall instead be delivered (and, in the case of the dividend equivalents, paid) on the earlier of (x) the first business day of the seventh month following the date of the Grantee's separation from service or (y) the Grantee's death.
  - (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Grantee to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
  - (iii) In no event will payment be made later than the date on which payment is treated as being timely under Treas. Reg. § 1.409A-3(d), generally referring to the last day of the calendar year in which the RSUs vest or, if later, the 15th day of the third calendar month following the vesting date, and subject to any delay required under paragraph (i), above. (For this purpose, vesting and vesting date refer to the vesting date designated in this Agreement.) The Grantee does not have a right to designate the taxable year of the payment.
- (n) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.
- (o) **Entire Agreement, Amendments.** Grantee agrees that this Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, either oral or in writing, between Grantee and the Company with respect to all matters within the scope of this Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Grantee and an authorized officer of the Company. This Agreement shall be enforced in accordance with its terms and shall not be construed against either party.



IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer and President, or a Vice President, as of the **4th** day of **March, 2026**.

Agreed to: **ITT INC.**

\_\_\_\_\_  
Grantee  
(Online acceptance constitutes agreement)

Dated: \_\_\_\_\_ Dated: March 4, 2026

Enclosures

**ITT INC.**  
**2011 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**Non-Employee Director**

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**NOTICE OF RESTRICTED STOCK UNIT AWARD**

ITT Inc. (the “Company”) grants to the Director named below, in accordance with the terms of the ITT 2011 Omnibus Incentive Plan (the “Plan”) and this Restricted Stock Unit award agreement (this “Agreement”), the number of Restricted Stock Units (the “Restricted Stock Units” or the “Award”) provided as follows:

DIRECTOR	<b>Director Name</b>				
RESTRICTED STOCK UNITS GRANTED	<b>x,xxx</b>				
DATE OF GRANT	<b>, 2026</b>				
VESTING SCHEDULE	<p>Except as provided in Section 3 of this Agreement, the Restricted Stock Units will vest on the following date(s), subject to the Director’s continued service as a director of the Company:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>Vesting Date(s)</u></td> <td style="text-align: center;"><u>Restricted Stock Units Vesting</u></td> </tr> <tr> <td style="text-align: center;">the Business Day immediately prior to the ITT Inc. <b>2027</b> Annual Meeting.</td> <td style="text-align: center;">100% of Award</td> </tr> </table>	<u>Vesting Date(s)</u>	<u>Restricted Stock Units Vesting</u>	the Business Day immediately prior to the ITT Inc. <b>2027</b> Annual Meeting.	100% of Award
<u>Vesting Date(s)</u>	<u>Restricted Stock Units Vesting</u>				
the Business Day immediately prior to the ITT Inc. <b>2027</b> Annual Meeting.	100% of Award				

**AGREEMENT**

1. Grant of Award. The Company hereby grants to the Director the Restricted Stock Units, subject to the terms, definitions and provisions of the Plan and this Agreement. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are incorporated by reference. To the extent any provision hereof is inconsistent with a provision of the Plan the provisions of the Plan will govern. All capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

2. Vesting and Settlement of Award.

- a. Right to Award. This Award shall vest in accordance with the vesting schedule set forth above (the “Vesting Schedule”) and with the applicable provisions of the Plan and this Agreement.
- b. Settlement of Award. Except as otherwise provided in a deferral agreement duly executed by the Director on a form prescribed by the Company for such elections and timely filed with the Company, the vested portion of this Award shall be settled (and any related dividend equivalents shall be paid) on or as soon as practicable (and no later than 30 days) following the vesting date set forth in the Vesting Schedule or in Section 3 of this Agreement, as the case may be.

The Company may require the Director to furnish or execute such documents as the Company shall reasonably deem necessary (i) to evidence such settlement and (ii) to comply with or satisfy the requirements of the Securities Act of 1933, as amended, the Exchange Act or any applicable laws. If the Director dies before the settlement of all or a portion of the Award, the vested but unsettled portion of the Award may be settled by delivery of Shares (and payment of related dividend equivalents) to the Participant's designated beneficiary or, if no such beneficiary has been designated, the Participant's estate.

- c. Method of Settlement. The Company shall deliver to the Director one Share for each vested Restricted Stock Unit in book entry form.
  - d. Dividend Equivalents. If a cash dividend is declared on the Shares, the Director shall be credited with a dividend equivalent in an amount of cash equal to the number of Restricted Stock Units held by the Director as of the dividend payment date, multiplied by the amount of the cash dividend paid per Share. Any such dividend equivalents shall be paid if and when the underlying Restricted Stock Units are settled. Dividend equivalents shall not accrue interest.
3. Separation from Service. The Award shall become 100% vested prior to the vesting date set forth in the Vesting Schedule above upon the Director's separation from service for any of the following reasons:
- a. the Director's death;
  - b. the Director's Disability (as defined below);
  - c. the Director's retirement from the Board at or after age 75; or
  - d. the Director's separation from service on account of the acceptance by the Director of a position (other than an honorary position) in the government of the United States, any State or any municipality or any subdivision thereof or any organization performing any quasi-governmental function.

If the Director's service on the Board terminates for any reason other than one listed above prior to the vesting date set forth in the Vesting Schedule above, the Award shall

be forfeited immediately after such termination with respect to the number of Restricted Stock Units for which the Award is not yet vested.

For purposes of this Agreement, the term “Disability” means the complete and permanent inability of the Director to perform all of his or her duties as a member of the Board, as determined by the Nominating and Governance Committee (the “Committee”) upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.

4. Transferability of Award.

The Award may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated.

5. Acceleration Event. Upon an Acceleration Event, the Committee may, in its discretion, (a) accelerate vesting and/or settlement of the Award, (b) change the method of settlement to cash, (c) cancel the Award, or (d) take any other action it determines to be appropriate; provided, however, that the Committee shall not change the time or form of payment in a manner that would result in additional tax being imposed under Section 409A of the Code.

6. Miscellaneous Provisions.

- a. Rights as a Stockholder. The Director shall have no rights as a stockholder with respect to any Shares subject to this Award, except as provided in Paragraph 2(d), until the Award has vested and Shares, if any, have been issued.
- b. Compliance with Federal Securities Laws and Other Applicable Laws. Notwithstanding anything to contrary in this Agreement or in the Plan, to the extent permitted by Section 409A of the Code and any treasury regulations or other applicable guidance promulgated with respect thereto, the issuance or delivery of any Shares pursuant to this Agreement may be delayed if the Company reasonably anticipates that the issuance or delivery of the Shares will violate Federal securities laws or other applicable law; provided that delivery or issuance of the Shares shall be made at the earliest date at which the Company reasonably anticipates that such delivery or issuance will not cause a violation.
- c. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- d. Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.2 of the Plan may be made without such written agreement.

- e. Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.
- f. References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.
- g. Headings. The captions used in this Agreement are inserted for convenience and shall not be deemed a part of this Award for construction or interpretation.
- h. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Director or by the Company forthwith to the Committee, which shall review such dispute at its next regular meeting. If the Director is a member of the Committee, the Director shall not participate in such review. The resolution of such dispute by the Committee shall be final and binding on all persons.
- i. Section 409A of the Code. The provisions of this Agreement and any payments made herein are intended to comply with, and should be interpreted consistent with, the requirements of Section 409A of the Code, and any related regulations or other effective guidance promulgated thereunder by the U.S. Department of the Treasury or the Internal Revenue Service.
- j. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**ITT Inc.**

The Director represents that s/he is familiar with the terms and provisions thereof, and hereby accepts this Agreement subject to all of the terms and provisions thereof. The Director has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement. The Director hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

Signed: \_\_\_\_\_

Director  
(Online acceptance constitutes agreement)

Dated: \_\_\_\_\_

**CERTIFICATION OF LUCA SAVI PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Luca Savi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended April 4, 2026 of ITT Inc.;
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 the 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.

/s/ Luca Savi

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Luca Savi  
Chief Executive Officer

Date: May 6, 2026

**CERTIFICATION OF EMMANUEL CAPRAIS PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Emmanuel Caprais, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended April 4, 2026 of ITT Inc.;
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 the 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.

/s/ Emmanuel Caprais

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Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

Date: May 6, 2026

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of ITT Inc. (the "Company") on Form 10-Q for the period ended April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Luca Savi, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Luca Savi

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Luca Savi

Chief Executive Officer

May 6, 2026

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

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of ITT Inc. (the "Company") on Form 10-Q for the period ended April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Emmanuel Caprais, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Emmanuel Caprais

Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

May 6, 2026

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