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 SEPTEMBER 30, 2018**

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 No. 1-13179

FLOWSERVE CORPORATION

(Exact name of registrant as specified in its charter)

New York	**31-0267900**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
5215 N. O'Connor Blvd., Suite 2300, Irving, Texas	**75039**
(Address of principal executive offices)	(Zip Code)

(972) 443-6500
(Registrant's telephone number, including area code)

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, or a smaller reporting company. See definitions of "accelerated filer," "large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

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 November 1, 2018 there were 130,856,957 shares of the issuer's common stock outstanding.

FLOWSERVE CORPORATION
FORM 10-Q

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

FLOWSERVE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

(Amounts in thousands, except per share data)	Three Months Ended September 30,	
	2018	2017
Sales	$ 952,716	$ 883,380
Cost of sales	(644,215)	(615,368)
Gross profit	308,501	268,012
Selling, general and administrative expense	(241,878)	(206,001)
(Loss) gain on sale of businesses	(7,727)	9,864
Net earnings from affiliates	3,295	2,918
Operating income	62,191	74,793
Interest expense	(13,826)	(15,043)
Interest income	1,269	1,108
Other (expense) income, net	(5,283)	7,511
Earnings before income taxes	44,351	68,369
Provision for income taxes	(14,912)	(19,628)
Net earnings, including noncontrolling interests	29,439	48,741
Less: Net earnings attributable to noncontrolling interests	(1,234)	(1,136)
Net earnings attributable to Flowserve Corporation	$ 28,205	$ 47,605
Net earnings per share attributable to Flowserve Corporation common shareholders:		
Basic	$ 0.22	$ 0.36
Diluted	0.21	0.36
Cash dividends declared per share	$ 0.19	$ 0.19

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

(Amounts in thousands)	Three Months Ended September 30,	
	2018	2017
Net earnings, including noncontrolling interests	$ 29,439	$ 48,741
Other comprehensive (loss) income:		
Foreign currency translation adjustments, net of taxes of $3,246 and $(5,209), respectively	(19,669)	17,674
Pension and other postretirement effects, net of taxes of $(311) and $(557), respectively	2,599	(444)
Cash flow hedging activity	52	12
Other comprehensive (loss) income	(17,018)	17,242
Comprehensive income, including noncontrolling interests	12,421	65,983
Comprehensive income attributable to noncontrolling interests	(1,578)	(1,090)
Comprehensive income attributable to Flowserve Corporation	$ 10,843	$ 64,893

See accompanying notes to condensed consolidated financial statements.

FLOWSERVE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

(Amounts in thousands, except per share data)	Nine Months Ended September 30,	
	2018	**2017**
Sales	$ 2,845,798	$ 2,626,762
Cost of sales	(1,979,807)	(1,844,303)
Gross profit	865,991	782,459
Selling, general and administrative expense	(711,845)	(680,305)
(Loss) gain on sale of businesses	(7,727)	141,158
Net earnings from affiliates	7,908	9,027
Operating income	154,327	252,339
Interest expense	(43,645)	(44,689)
Interest income	4,237	2,373
Other expense, net	(17,206)	(13,971)
Earnings before income taxes	97,713	196,052
Provision for income taxes	(37,028)	(85,836)
Net earnings, including noncontrolling interests	60,685	110,216
Less: Net earnings attributable to noncontrolling interests	(4,117)	(1,682)
Net earnings attributable to Flowserve Corporation	$ 56,568	$ 108,534
Net earnings per share attributable to Flowserve Corporation common shareholders:		
Basic	$ 0.43	$ 0.83
Diluted	0.43	0.83
Cash dividends declared per share	$ 0.57	$ 0.57

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

(Amounts in thousands)	Nine Months Ended September 30,	
	2018	**2017**
Net earnings, including noncontrolling interests	$ 60,685	$ 110,216
Other comprehensive (loss) income:		
Foreign currency translation adjustments, net of taxes of $8,034 and $(17,380), respectively	(61,217)	85,777
Pension and other postretirement effects, net of taxes of $(898) and $(1,669), respectively	8,106	(1,102)
Cash flow hedging activity, net of taxes of $(34) in 2017	177	96
Other comprehensive (loss) income	(52,934)	84,771
Comprehensive income, including noncontrolling interests	7,751	194,987
Comprehensive income attributable to noncontrolling interests	(5,270)	(2,169)
Comprehensive income attributable to Flowserve Corporation	$ 2,481	$ 192,818

See accompanying notes to condensed consolidated financial statements.

FLOWSERVE CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(Amounts in thousands, except par value)	September 30, 2018	December 31, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 529,942	$ 703,445
Accounts receivable, net of allowance for doubtful accounts of $54,481 and $59,113, respectively	780,408	856,711
Contract assets, net	261,417	—
Inventories, net	655,652	884,273
Prepaid expenses and other	97,248	114,316
Total current assets	2,324,667	2,558,745
Property, plant and equipment, net of accumulated depreciation of $952,293 and $968,033, respectively	608,739	671,796
Goodwill	1,203,768	1,218,188
Deferred taxes	61,153	51,974
Other intangible assets, net	195,864	210,049
Other assets, net	210,873	199,722
Total assets	$ 4,605,064	$ 4,910,474
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 400,281	$ 443,113
Accrued liabilities	398,285	724,196
Contract liabilities	174,245	—
Debt due within one year	67,269	75,599
Total current liabilities	1,040,080	1,242,908
Long-term debt due after one year	1,436,746	1,499,658
Retirement obligations and other liabilities	497,511	496,954
Shareholders' equity:		
Common shares, $1.25 par value	220,991	220,991
Shares authorized – 305,000		
Shares issued – 176,793		
Capital in excess of par value	489,066	488,326
Retained earnings	3,505,051	3,503,947
Treasury shares, at cost – 46,240 and 46,471 shares, respectively	(2,049,535)	(2,059,558)
Deferred compensation obligation	7,025	6,354
Accumulated other comprehensive loss	(559,559)	(505,473)
Total Flowserve Corporation shareholders' equity	1,613,039	1,654,587
Noncontrolling interests	17,688	16,367
Total equity	1,630,727	1,670,954
Total liabilities and equity	$ 4,605,064	$ 4,910,474

See accompanying notes to condensed consolidated financial statements.

FLOWSERVE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Amounts in thousands)	Nine Months Ended September 30,	
	2018	**2017**
Cash flows – Operating activities:		
Net earnings, including noncontrolling interests	$ 60,685	$ 110,216
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:		
Depreciation	72,668	75,177
Amortization of intangible and other assets	12,548	12,767
Loss (gain) on disposition of businesses	7,727	(141,158)
Stock-based compensation	14,130	20,291
Foreign currency, asset impairments and other non-cash adjustments	31,678	24,696
Change in assets and liabilities:		
Accounts receivable, net	(9,481)	63,835
Inventories, net	(46,699)	(20,355)
Contract assets, net	(54,822)	—
Prepaid expenses and other assets, net	(16,340)	22,456
Accounts payable	(29,963)	(68,012)
Contract liabilities	3,410	—
Accrued liabilities and income taxes payable	(13,690)	(6,702)
Retirement obligations and other	(1,480)	(18,720)
Net deferred taxes	(4,033)	(2,131)
Net cash flows provided by operating activities	26,338	72,360
Cash flows – Investing activities:		
Capital expenditures	(49,976)	(40,620)
Proceeds from disposal of assets and other	4,062	2,977
(Payments) proceeds from disposition of businesses	(3,663)	208,775
Net cash flows (used) provided by investing activities	(49,577)	171,132
Cash flows – Financing activities:		
Payments on long-term debt	(45,000)	(45,000)
Proceeds under other financing arrangements	2,720	6,234
Payments under other financing arrangements	(9,093)	(12,560)
Payments related to tax withholding for stock-based compensation	(2,972)	(6,287)
Payments of dividends	(74,548)	(74,412)
Other	(4,333)	(4,189)
Net cash flows used by financing activities	(133,226)	(136,214)
Effect of exchange rate changes on cash	(17,038)	27,703
Net change in cash and cash equivalents	(173,503)	134,981
Cash and cash equivalents at beginning of period	703,445	367,162
Cash and cash equivalents at end of period	$ 529,942	$ 502,143

See accompanying notes to condensed consolidated financial statements.

FLOWSERVE CORPORATION
(Unaudited)

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation and Accounting Policies

Basis of Presentation

The accompanying condensed consolidated balance sheet as of September 30, 2018, the related condensed consolidated statements of income and comprehensive income for the three and nine months ended September 30, 2018 and 2017 and the condensed consolidated statements of cash flows for the nine months ended September 30, 2018 and 2017 of Flowserve Corporation are unaudited. In management's opinion, all adjustments comprising normal recurring adjustments necessary for fair statement of such condensed consolidated financial statements have been made. Where applicable, prior period information has been updated to conform to current year presentation.

The accompanying condensed consolidated financial statements and notes in this Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2018 ("Quarterly Report") are presented as permitted by Regulation S-X and do not contain certain information included in our annual financial statements and notes thereto. Accordingly, the accompanying condensed consolidated financial information should be read in conjunction with the audited consolidated financial statements presented in our Annual Report on Form 10-K for the year ended December 31, 2017 ("2017 Annual Report").

Argentina Highly Inflationary - Effective July 1, 2018, Argentina was designated as hyperinflationary, and as a result, we began using the U.S. dollar as our functional currency in Argentina. Our Argentinian subsidiary's sales for the three and nine months ended September 30, 2018 and total assets at September 30, 2018 represented approximately 1% of our consolidated sales and total assets.

Accounting Developments

Pronouncements Implemented

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" (the "New Revenue Standard" or "ASC 606"), which supersedes most of the revenue recognition requirements in "Revenue Recognition (Topic 605)" ("Topic 605"). On January 1, 2018, we adopted the New Revenue Standard using the modified retrospective method for transition, applying the guidance to those contracts which were not completed as of that date. According to our method of transition we adjusted for the cumulative effect of the changes made to our condensed consolidated balance sheet and recorded a cumulative effect adjustment to increase retained earnings by approximately $20 million, mostly associated with the increase in percentage of completion ("POC") method revenue, as a result of initially applying the standard. We have modified our accounting policies and practices, business processes, systems and controls to support compliance with the standard requirements. Revenue recognition and related financial information for this Quarterly Report are based on the requirements of ASC 606. Accordingly, periods prior to January 1, 2018 are presented in accordance with Topic 605. Refer to Note 2 of this Quarterly Report for a discussion on our adoption of the New Revenue Standard.

In January 2016, the FASB issued ASU No. 2016-01, "Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities." The ASU requires entities to measure equity investments that do not result in consolidation and are not accounted for under the equity method at fair value with changes in fair value recognized in net income. The ASU also requires an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments. The requirement to disclose the method(s) and significant assumptions used to estimate the fair value for financial instruments measured at amortized cost on the balance sheet has been eliminated by this ASU. In February 2018, the FASB issued ASU No. 2018-03, "Technical Corrections and Improvements to Financial Instruments-Overall (Subtopic 825-10)" to clarify certain aspects of ASU No. 2016-01. Our adoption of ASU No. 2016-01 and ASU No. 2018-03 effective January 1, 2018 did not have an impact on our consolidated financial condition and results of operations.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments - A consensus of the FASB Emerging Issues Task Force." The update was issued with the objective of reducing the existing diversity in practice in how certain cash receipts and cash payments are presented and classified in the statement of cash flows under Topic 230 and other topics. Our adoption of ASU No. 2016-15 effective January 1, 2018 did not have a material impact on our consolidated statement of cash flows.

In October 2016, the FASB issued ASU No. 2016-16, "Income Taxes (Topic 740) Intra-Entity Transfers of Assets Other Than Inventory." The ASU guidance requires the recognition of the income tax consequences of an intercompany asset transfer, other than transfers of inventory, when the transfer occurs. For intercompany transfers of inventory, the income tax effects will continue

to be deferred until the inventory has been sold to a third party. Our adoption of ASU No. 2016-16 effective January 1, 2018 did not have a material impact on our consolidated financial condition and results of operations.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash." The amendments in this ASU require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. Our adoption of ASU No. 2016-18 effective January 1, 2018 did not have a material impact on our consolidated statement of cash flows.

In January 2017, the FASB issued ASU No. 2017-01, "Business Combinations (Topic 805): "Clarifying the Definition of a Business." The ASU clarifies the definition of a business and provides guidance on evaluating as to whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The definition clarification as outlined in this ASU affects many areas of accounting including acquisitions, disposals, goodwill, and consolidation. Our adoption of ASU No. 2017-01 effective January 1, 2018 did not have a material impact on our consolidated financial condition and results of operations.

In February 2017, the FASB issued ASU No. 2017-05, "Other Income - Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets." The FASB issued this ASU to clarify the scope of subtopic 610-20, which the FASB had failed to define in its issuance of ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." We adopted ASU No. 2017-05 effective January 1, 2018, concurrently with ASU No. 2014-09. Our adoption of ASU No. 2017-05 effective January 1, 2018 did not have a material impact on our consolidated financial condition and results of operations.

In March 2017, the FASB issued ASU No. 2017-07, "Compensation-Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." The ASU requires entities to disaggregate the current service cost component from the other components of net benefit cost and present it with other current compensation costs for related employees in the income statement and present the other components of net benefit cost elsewhere in the income statement and outside of operating income. Entities are required to retrospectively apply the requirement for a separate presentation in the income statement of service costs and other components of net benefit cost. We adopted the income statement presentation aspects of this new guidance on a retrospective basis. The following is a reconciliation of the effect of the reclassification of the net post-retirement benefit cost from cost of sales ("COS") and selling, general and administrative expenses ("SG&A") to other expense, net in our condensed consolidated statement of income for the three and nine months ended September 30, 2017:

(Amounts in thousands)	As Previously Reported	Adjustments(1)	As Reported
Three Months Ended September 30, 2017			
Cost of sales	$ (615,848)	$ 480	$ (615,368)
Gross profit	267,532	480	268,012
Selling, general and administrative expense	(206,295)	294	(206,001)
Operating income	74,019	774	74,793
Other income, net	8,285	(774)	7,511
Nine Months Ended September 30, 2017			
Cost of sales	$ (1,845,796)	$ 1,493	$ (1,844,303)
Gross profit	780,966	1,493	782,459
Selling, general and administrative expense	(681,181)	876	(680,305)
Operating income	249,970	2,369	252,339
Other expense, net	(11,602)	(2,369)	(13,971)

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(1) We elected the practical expedient that allows us to use the amounts disclosed in prior comparative periods' pension and postretirement plan footnotes as the basis for the retrospective application of the new income statement presentation requirements. See Note 11 of this Quarterly Report for additional information on the components of the net periodic cost for retirement and postretirement benefits plans.

In May 2017, the FASB issued ASU No. 2017-09, "Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting." The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards, to which an entity would be required to apply modification accounting. The ASU is applied prospectively to awards modified on or

after the effective date. Our adoption of ASU No. 2017-09 effective January 1, 2018 did not have an impact on our consolidated financial condition and results of operations.

Pronouncements Not Yet Implemented

In February 2016, the FASB issued ASU No. 2016-02, “Leases (Topic 842)”. The ASU requires that organizations that lease assets recognize assets and liabilities on the balance sheet for the rights and obligations created by those leases. The ASU will affect the presentation of lease related expenses on the income statement and statement of cash flows and will increase the required disclosures related to leases. This ASU is effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years with early adoption permitted. We are currently evaluating the impact of ASU No. 2016-02 and all related ASU's on our consolidated financial condition and results of operations. We have formed a project team and are in the process of assessing critical components of this new guidance and the potential impact that the guidance will have on our financial position, results of operations and cash flows. This evaluation process includes a review of our leasing contracts and a completeness assessment over our lease population. We are implementing a software tool and are concurrently identifying changes to our business processes, systems and controls to support adoption of the new standard. Based on the preliminary work completed and our initial qualitative evaluation, we believe a key change upon adoption of the standard will be the balance sheet recognition of leased assets and liabilities. Also, based on the same qualitative evaluation, we believe that any changes in income statement recognition will not be material.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments-Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments." The ASU requires, among other things, the use of a new current expected credit loss ("CECL") model in order to determine our allowances for doubtful accounts with respect to accounts receivable and contract assets. The CECL model requires that we estimate our lifetime expected credit loss with respect to our receivables and contract assets and record allowances that, when deducted from the balance of the receivables, represent the net amounts expected to be collected. We will also be required to disclose information about how we developed the allowances, including changes in the factors that influenced our estimate of expected credit losses and the reasons for those changes. The amendments of the ASU are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. We are currently evaluating the impact of ASU No. 2016-13 on our consolidated financial condition and results of operations.

In January 2017, the FASB issued ASU No. 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment." The amendments in this ASU allow companies to apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit’s carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. The amendments of the ASU are effective for annual or interim goodwill impairment tests in fiscal years beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. We are currently evaluating the impact of ASU No. 2017-04 on our consolidated financial condition and results of operations.

On July 13, 2017, the FASB issued ASU No. 2017-11, “Earnings Per Share (Topic 260); Distinguishing Liabilities from Equity (Topic 480); Derivatives and Hedging (Topic 815): (Part I) Accounting for Certain Financial Instruments with Down Round Features, (Part II) Replacement of the Indefinite Deferral for Mandatory Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatory Redeemable Noncontrolling Interests with a Scope Exception.” The ASU amends guidance in FASB Accounting Standards Codification ("ASC") 260, Earnings Per Share, FASB ASC 480, Distinguishing Liabilities from Equity, and FASB ASC 815, Derivatives and Hedging. The amendments in Part I of this ASU change the classification analysis of certain equity-linked financial instruments (or embedded features) with down round features. The amendments in Part II of the ASU re-characterize the indefinite deferral of certain provisions of Topic 480 that now are presented as pending content in the codification, to a scope exception. The amendments in this ASU must be applied to annual reporting periods beginning after December 15, 2018. Early adoption is permitted. We are currently evaluating the impact of ASU No. 2017-11 on our consolidated financial condition and results of operations.

On August 28, 2017, the FASB issued ASU No. 2017-12, "Derivatives and Hedging (Topic 815): Targeted improvements of Accounting for Hedging Activities." The purpose of this ASU is to better align a company’s risk management activities and financial reporting for hedging relationships. Additionally, the ASU simplifies the hedge accounting requirements and improve the disclosures of hedging arrangements. The amendments in this ASU must be applied to annual reporting periods beginning after December 15, 2019. Early adoption is permitted. We are currently evaluating the impact of ASU No. 2017-12 on our consolidated financial condition and results of operations.

In February 2018, the FASB issued ASU No. 2018-02, "Income Statement - Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Comprehensive Income (“AOCI”)." The ASU and its amendments were issued as a result of the enactment of the U.S. Tax Cuts and Jobs Act of 2017. The amendments of this ASU address the available options to reclassify stranded tax effects within AOCI to retained earnings in each period in which the effect of the change (or portion thereof) is recorded. Additionally, the ASU outlines the disclosure requirements for releasing income tax effects from

AOCI. The ASU is effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early adoption is permitted. The ASU should be applied either in the period of adoption or retrospectively to each period (or periods) in which the effect of the change in the U.S. federal corporate income tax rate in the Tax Cuts and Jobs Act is recognized. We are currently evaluating the impact of ASU No. 2018-02 on our consolidated financial condition and results of operations.

In July 2018, the FASB issued ASU No. 2018-07, "Compensation - Stock Compensation (Topic 718) - Improvements to Non-employee Share-based Payment Accounting." The amendments of this ASU apply to all share-based payment transactions to non-employees, in which a grantor acquires goods or services to be used or consumed in a grantor's own operations, accounted under ASC 505-50, Equity-Based Payments to Non-Employees. Under the amendments of ASU 2018-07, most of the guidance on compensation to nonemployees would be aligned with the requirements for shared based payments granted to employees, Topic 718. The ASU is effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early adoption is permitted. We are currently evaluating the impact of ASU No. 2018-07 on our consolidated financial condition and results of operations.

In August 2018, the FASB issued ASU No. 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement." The amendments of the ASU modify the disclosure requirements for fair value measurements by removing, modifying, or adding certain disclosure information requirements for assets and liabilities measured at fair value in the statement of financial position or disclosed in the notes to financial statements. The ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted for the removed disclosures and delayed adoption until fiscal year 2020 permitted for the new disclosures. The removed and modified disclosures will be adopted on a retrospective basis and the new disclosures will be adopted on a prospective basis. We are currently evaluating the impact of ASU No. 2018-13 on our consolidated financial condition and results of operations.

In August 2018, the FASB issued ASU No. 2018-14, "Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans." The ASU amends the disclosure requirements by adding, clarifying, or removing certain disclosures for sponsor defined benefit pension or other postretirement plans. The amendments are effective for fiscal years ending after December 15, 2020 and the amendments should be applied retrospectively to all periods presented. We are currently evaluating the impact of ASU No. 2018-14 on our consolidated financial condition and results of operations.

In August 2018, the FASB issued ASU No. 2018-15, "Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract." The ASU addresses how entities should account for costs associated with implementing a cloud computing arrangement that is considered a service contract. Per the amendments of the ASU, implementation costs incurred in a cloud computing arrangement that is a service contract should be accounted for in the same manner as implementation costs incurred to develop or obtain software for internal use as prescribed by guidance in ASC350-40. The ASU requires that implementation costs incurred in a cloud computing arrangement be capitalized rather than expensed. Further, the ASU specifies the method for the amortization of costs incurred during implementation, and the manner in which the unamortized portion of these capitalized implementation costs should be evaluated for impairment. The ASU also provides guidance on how to present such implementation costs in the financial statements and also creates additional disclosure requirements. The amendments are effective for fiscal years beginning after December 15, 2019, including interim periods. Early adoption of the ASU requirements is permitted, including adoption in any interim period. The amendments in this ASU should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. We are currently evaluating the impact of ASU No. 2018-15 on our consolidated financial condition and results of operations.

2. Revenue Recognition

We enter into contracts with customers typically having multiple commitments of goods and services including any combination of designing, developing, manufacturing, modifying, installing and commissioning of flow management equipment and providing services and parts related to the performance of such products. We evaluate the commitments in our contracts with customers to determine if the commitments are both capable of being distinct and distinct in the context of the contract in order to identify performance obligations.

We recognize revenue when (or as) we satisfy a performance obligation by transferring control of the performance obligation to a customer. Control of a performance obligation may transfer to the customer either over time or at a point in time depending on an evaluation of the specific facts and circumstances for each contract, including the terms and conditions of the contract as agreed with the customer, as well as the nature of the products or services to be provided. Our larger contracts are typically completed within a one to three-year period, while many other contracts, such as "short cycle" contracts, have a shorter timeframe for revenue recognition.

Control transfers over time when the customer is able to direct the use of and obtain substantially all of the benefits of our work as we perform. This typically occurs when products have no alternative use and we have a right to payment for performance completed to date, including a reasonable profit margin. Our contracts often include cancellation provisions that require the customer to reimburse us for costs incurred up to the date of cancellation, and some contracts also provide for reimbursement of profit upon cancellation in addition to costs incurred to date.

Our primary method for recognizing revenue over time is the POC method. We measure progress towards completion by applying an input measure based on costs incurred to date relative to total estimated costs at completion (i.e., the cost-to-cost method). This method provides a reasonable depiction of the transfer of control of products and services to customers as it ensures our efforts towards satisfying a performance obligation, as reflected by costs incurred, are included in the measure of progress used for recognition of revenue. Costs generally include direct labor, direct material and manufacturing overhead. Costs that do not contribute towards control transfer are generally immaterial, but are excluded from the measure of progress in the event they are significant.

Historically, revenue recognized under the POC method has been 5% to 10% of our consolidated sales. Under the New Revenue Standard, we have experienced an increase in the amount of revenue recognized over time. This increase is primarily due to the application of the new "transfer of control" model for revenue recognition. Under this model, revenue for performance obligations subject to contractual transfer of control during the manufacturing process are recognized over time. This includes contracts with cancellation provisions that require reimbursement for costs incurred plus a reasonable margin and for which the performance obligation has no alternative use. Revenue from products and services transferred to customers over time accounted for approximately 21% and 5% of total revenue for the three month periods ended September 30, 2018 and 2017, respectively, and 22% and 4% of total revenue for the nine month periods ended September 30, 2018 and 2017, respectively.

If control does not transfer over time, then control transfers at a point in time. We recognize revenue at a point in time at the level of each performance obligation based on the evaluation of certain indicators of control transfer, such as title transfer, risk of loss transfer, customer acceptance and physical possession. Revenue from products and services transferred to customers at a point in time accounted for approximately 79% and 95% of total revenue for the three month periods ended September 30, 2018 and 2017, respectively, and 78% and 96% of total revenue for the nine month periods ended September 30, 2018 and 2017, respectively.

A contract modification, or "change order," occurs when the existing enforceable rights and obligations of a contract change, such as a change in the scope, price or terms and conditions. We account for a change order as a new accounting contract when the change order is limited to adding new, distinct products and services that are priced in an amount consistent with standalone selling price. Other change orders are accounted for as a modification of the existing accounting contract. When a change order occurs for a contract having in-process over time performance obligations, the effect of the change order on the transaction price and the measure of progress for the performance obligations to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

Freight charges billed to customers are included in sales and the related shipping costs are included in cost of sales in our consolidated statements of income. If shipping activities are performed after a customer obtains control of a product, we apply a policy election to account for shipping as an activity to fulfill the promise to transfer the product to the customer.

We apply a policy election to exclude transaction taxes collected from customers from sales when the tax is both imposed on and concurrent with a specific revenue-producing transaction.

In certain instances, we provide guaranteed completion dates under the terms of our contracts. Failure to meet contractual delivery dates can result in late delivery penalties or liquidated damages. In the event that the transaction price of such a contract is probable of experiencing a significant reversal due to a penalty, we constrain a portion of the transaction price. This reduction to the transaction price could potentially cause estimated total contract costs to exceed the transaction price, in which case we record a provision for the estimated loss in the period the loss is first projected. In circumstances where the transaction price still exceeds total projected costs, the estimated penalty generally reduces profitability of the contract at the time of subsequent revenue recognition.

Our incremental costs to obtain a contract are limited to sales commissions. We apply the practical expedient to expense commissions as incurred for contracts having a duration of one year or less. Sales commissions related to contracts with a duration of greater than one year are immaterial to our financial statements and are also expensed as incurred.

We have not identified any material costs to fulfill a contract that qualify for capitalization under ASC 340-40.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account for recognition of revenue. Many of our contracts have multiple performance obligations as the promise to transfer the individual goods or services, or certain groups of goods and services, is separately identifiable from other promises in the contract.

We allocate the transaction price of each contract to the performance obligations on the basis of standalone selling price and recognize revenue when, or as, control of each performance obligation transfers to the customer. For standard products, we identify the standalone selling price based on directly observable information. For customized or unique products and services, we apply the cost plus margin approach to estimate the standalone selling price. Under this method, we forecast our expected costs of satisfying a performance obligation and then add an appropriate standalone market margin for that distinct good or service.

We have elected to use the practical expedient to not adjust the transaction price of a contract for the effects of a significant financing component if, at the inception of the contract, we expect that the period between when we transfer a promised good or service to a customer and when the customer pays for that good or service will be one year or less.

A material product warranty exists when a customer has specifically requested or negotiated a warranty period that is significantly longer than our standard warranty period (i.e., a “service-type warranty”) and where the warranty obligation is material in the context of the contract. It is not common for our contracts to contain material product warranties. However, when such a warranty exists, we account for it as a separate performance obligation. We estimate the standalone selling price of the warranty obligation utilizing a cost plus margin approach and allocate a portion of the transaction price to the warranty performance obligation on the basis of estimated standalone selling price. We recognize revenue for warranty performance obligations over time on a straight line basis over the extended warranty period.

A material right option is a benefit provided to a customer in a current contract, such as an option to receive future products or services for free or at a significant discount, that is incremental to benefits widely available to similar customers that do not enter into a specific contract. It is not common for our contracts to contain material right options. However, when a material right option exists, it is accounted for as a separate performance obligation and a portion of the transaction price is allocated to the performance obligation based on the estimated standalone selling price of the option. Revenue is recognized when (or as) the customer exercises the right to acquire future products and/or services.

On September 30, 2018, the aggregate transaction price allocated to unsatisfied (or partially unsatisfied) performance obligations was approximately $1,354 million. We estimate recognition of approximately $658 million of this amount as revenue in the remainder of 2018 and an additional $696 million in 2019 and thereafter.

Revenue recognized for performance obligations satisfied (or partially satisfied) in prior periods for the three and nine months ended September 30, 2018 was not material.

ASC 606 Adoption Impact

We applied ASC 606 only to contracts that were not substantially complete as of January 1, 2018 and reflected the aggregate impact of all contract modifications ("change orders") that occurred before the beginning of the earliest period presented when accounting for modified contracts at transition. The following table presents the cumulative effect of the changes made to our condensed consolidated balance sheet as of January 1, 2018 related to the adoption of the New Revenue Standard:

(Amounts in thousands)	December 31, 2017	Adjustments due to adoption of New Revenue Standard	January 1, 2018
Accounts receivable, net of allowance for doubtful accounts(1)	856,711	(49,247)	807,464
Contract assets, net(2)	—	219,361	219,361
Inventories, net(3)	884,273	(238,573)	645,700
Prepaid expenses and other	114,316	(4,457)	109,859
Total current assets	2,558,745	(72,916)	2,485,829
Deferred taxes	51,974	(2,706)	49,268
Other assets, net	199,722	2,004	201,726
Total assets	4,910,474	(73,618)	4,836,856
Accounts payable	443,113	11,784	454,897
Accrued liabilities(4)	724,196	(290,445)	433,751
Contract liabilities(5)	—	178,515	178,515
Total current liabilities	1,242,908	(100,146)	1,142,762
Retirement obligations and other liabilities	496,954	6,568	503,522
Retained earnings	3,503,947	19,642	3,523,589
Total equity	1,670,954	19,960	1,690,914
Total liabilities and equity	4,910,474	(73,618)	4,836,856

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(1) Adjusted for contract assets accounted for under delivery based methods, previously reported in receivables, net.
(2) Represents our right of payment in advance of our contractual right to bill the customer.
(3) Adjusted for contract assets accounted under the over time method, previously reported in inventories, net.
(4) Adjusted for deferred revenue previously reported in accrued liabilities and reclassified to contract assets and contract liabilities.
(5) Represents contractual billings in excess of revenue recognized at the contract level, previously reported in accrued liabilities.

The modified retrospective approach requires a dual reporting presentation to be disclosed in the year of adoption. The dual reporting requirement outlines the impact amount by which a financial statement line is affected in the current reporting period by the adoption of the New Revenue Standard as compared with the previous standard in effect before the adoption.

The following tables present the dual reporting requirements:

	Three Months Ended September 30, 2018		
(Amounts in thousands, except percentages)	**Balances without Adoption of New Revenue Standard**	**Effect of Change**	**As Reported**
Sales	$ 929,037	$ 23,679	$ 952,716
Cost of sales	(635,505)	(8,710)	(644,215)
Gross profit	293,532	14,969	308,501
Gross profit margin	*31.6%*		*32.4%*
Selling, general and administrative expense	(241,877)	(1)	(241,878)
Loss on sale of business	(7,727)	—	(7,727)
Net earnings from affiliates	3,295	—	3,295
Operating income	47,223	14,968	62,191
Operating income as a percent of sales	*5.1%*		*6.5%*
Interest expense	(13,826)	—	(13,826)
Interest income	1,269	—	1,269
Other expense, net	(5,494)	211	(5,283)
Earnings before income taxes	29,172	15,179	44,351
Provision for income taxes	(8,081)	(6,831)	(14,912)
Net earnings, including noncontrolling interests	21,091	8,348	29,439
Less: Net earnings attributable to noncontrolling interests	(1,234)	—	(1,234)
Net earnings attributable to Flowserve Corporation	$ 19,857	$ 8,348	$ 28,205

	Nine Months Ended September 30, 2018		
(Amounts in thousands, except percentages)	**Balances without Adoption of New Revenue Standard**	**Effect of Change**	**As Reported**
Sales	$ 2,740,895	$ 104,903	$ 2,845,798
Cost of sales	(1,904,728)	(75,079)	(1,979,807)
Gross profit	836,167	29,824	865,991
Gross profit margin	*30.5%*		*30.4%*
Selling, general and administrative expense	(711,845)	—	(711,845)
Loss on sale of business	(7,727)	—	(7,727)
Net earnings from affiliates	7,908	—	7,908
Operating income	124,503	29,824	154,327
Operating income as a percent of sales	*4.5%*		*5.4%*
Interest expense	(43,645)	—	(43,645)
Interest income	4,237	—	4,237
Other expense, net	(17,116)	(90)	(17,206)
Earnings before income taxes	67,979	29,734	97,713
Provision for income taxes	(29,039)	(7,989)	(37,028)
Net earnings, including noncontrolling interests	38,940	21,745	60,685
Less: Net earnings attributable to noncontrolling interests	(4,117)	—	(4,117)
Net earnings attributable to Flowserve Corporation	$ 34,823	$ 21,745	$ 56,568

(Amounts in thousands)	September 30, 2018		
	Balances without Adoption of New Revenue Standard	Effect of Change	As Reported
Accounts receivable, net	840,975	(60,567)	780,408
Contract assets, net	—	261,417	261,417
Inventories, net	969,941	(314,289)	655,652
Prepaid expenses and other	111,753	(14,505)	97,248
Total current assets	2,452,611	(127,944)	2,324,667
Deferred taxes	63,859	(2,706)	61,153
Other assets, net	209,536	1,337	210,873
Total assets	4,734,377	(129,313)	4,605,064
Accounts payable	385,209	15,072	400,281
Accrued liabilities	764,575	(366,290)	398,285
Contract liabilities	—	174,245	174,245
Total current liabilities	1,217,053	(176,973)	1,040,080
Retirement obligations and other liabilities	494,002	3,509	497,511
Retained earnings	3,460,482	44,569	3,505,051
Total equity	1,586,576	44,151	1,630,727
Total liabilities and equity	4,734,377	(129,313)	4,605,064

Disaggregated Revenue

We conduct our operations through three business segments based on the type of product and how we manage the business:

- Engineered Product Division ("EPD") for long lead time, custom and other highly-engineered pumps and pump systems, mechanical seals, auxiliary systems and replacement parts and related services;
- Industrial Product Division ("IPD") for engineered and pre-configured industrial pumps and pump systems and related products and services; and
- Flow Control Division ("FCD") for engineered and industrial valves, control valves, actuators and controls and related services.

Our revenue sources are derived from our original equipment manufacturing and our aftermarket sales and services. Our original equipment revenues are generally related to originally designed, manufactured, distributed and installed equipment that can range from pre-configured, short-cycle products to more customized, highly-engineered equipment ("Original Equipment"). Our aftermarket sales and services are derived from sales of replacement equipment, as well as maintenance, advanced diagnostic, repair and retrofitting services ("Aftermarket"). Each of our three business segments generate Original Equipment and Aftermarket revenues.

The following table presents our customer revenues disaggregated by revenue source:

	Three Months Ended September 30, 2018			
(Amounts in thousands)	EPD	IPD	FCD	Total
Original Equipment	$ 137,177	$ 118,523	$ 239,864	$ 495,564
Aftermarket	319,656	71,942	65,554	457,152
	$ 456,833	$ 190,465	$ 305,418	$ 952,716

	Three Months Ended September 30, 2017(1)			
(Amounts in thousands)	EPD	IPD	FCD	Total
Original Equipment	$ 116,723	$ 112,332	$ 214,355	$ 443,410
Aftermarket	299,308	68,015	72,647	439,970
	$ 416,031	$ 180,347	$ 287,002	$ 883,380

	Nine Months Ended September 30, 2018			
(Amounts in thousands)	EPD	IPD	FCD	Total
Original Equipment	$ 407,761	$ 348,483	$ 689,331	$ 1,445,575
Aftermarket	977,038	225,524	197,661	1,400,223
	$ 1,384,799	$ 574,007	$ 886,992	$ 2,845,798

	Nine Months Ended September 30, 2017(1)			
(Amounts in thousands)	EPD	IPD	FCD	Total
Original Equipment	$ 365,383	$ 331,887	$ 646,746	$ 1,344,016
Aftermarket	887,158	201,415	194,173	1,282,746
	$ 1,252,541	$ 533,302	$ 840,919	$ 2,626,762

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(1) Prior periods are presented in accordance with Topic 605.

Our customer sales are diversified geographically. The following table presents our revenues disaggregated by geography, based on the shipping addresses of our customers:

	Three Months Ended September 30, 2018			
(Amounts in thousands)	EPD	IPD	FCD	Total
North America(1)	$ 169,378	$ 82,102	$ 140,898	$ 392,378
Latin America(1)	69,121	7,090	4,461	80,672
Middle East and Africa	51,800	10,058	33,908	95,766
Asia Pacific	96,021	23,271	65,858	185,150
Europe	70,513	67,944	60,293	198,750
	$ 456,833	$ 190,465	$ 305,418	$ 952,716

	Three Months Ended September 30, 2017(2)			
(Amounts in thousands)	EPD	IPD	FCD	Total
North America(1)	$ 160,661	$ 70,259	$ 112,483	$ 343,403
Latin America(1)	36,790	7,752	5,976	50,518
Middle East and Africa	56,846	10,796	43,964	111,606
Asia Pacific	90,510	19,820	59,002	169,332
Europe	71,224	71,720	65,577	208,521
	$ 416,031	$ 180,347	$ 287,002	$ 883,380

(Amounts in thousands)	Nine Months Ended September 30, 2018			
	EPD	IPD	FCD	Total
North America (1)	$ 536,936	$ 237,659	$ 398,872	$ 1,173,467
Latin America(1)	139,968	21,392	15,454	176,814
Middle East and Africa	175,980	37,559	99,954	313,493
Asia Pacific	316,392	69,590	198,437	584,419
Europe	215,523	207,807	174,275	597,605
	$ 1,384,799	$ 574,007	$ 886,992	$ 2,845,798

	Nine Months Ended September 30, 2017(2)			
	EPD	IPD	FCD	Total
North America (1)	$ 485,973	$ 215,593	$ 345,591	$ 1,047,157
Latin America(1)	99,905	21,813	25,273	146,991
Middle East and Africa	175,968	37,191	101,346	314,505
Asia Pacific	270,726	66,278	160,632	497,636
Europe	219,969	192,427	208,077	620,473
	$ 1,252,541	$ 533,302	$ 840,919	$ 2,626,762

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(1) North America represents United States and Canada; Latin America includes Mexico.
(2) Prior periods are presented in accordance with Topic 605.

Contract Balances

We receive payment from customers based on a contractual billing schedule and specific performance requirements as established in our contracts. We record billings as accounts receivable when an unconditional right to consideration exists. A contract asset represents revenue recognized in advance of our right to receive payment under the terms of a contract. A contract liability represents our right to receive payment in advance of revenue recognized for a contract.

The following table presents opening and closing balances of contract assets and contract liabilities, current and long-term, for the nine months ended September 30, 2018:

(Amounts in thousands)	Contract Assets, net (Current)	Long-term Contract Assets, net(1)	Contract Liabilities (Current)	Long-term Contract Liabilities(2)
Beginning balance, January 1, 2018	$ 219,361	3,990	$ 178,515	$ 3,925
Revenue recognized that was included in contract liabilities at the beginning of the period	—	—	(125,046)	(1,154)
Increase due to revenue recognized in the period in excess of billings	591,725	1,335	—	—
Increase due to billings arising during the period in excess of revenue recognized	—	—	134,583	(30)
Amounts transferred from contract assets to receivables	(531,944)	(2,488)	—	—
Currency effects and other, net	(17,725)	(175)	(13,807)	(858)
Ending balance, September 30, 2018	$ 261,417	$ 2,662	$ 174,245	$ 1,883

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(1) Included in other assets, net.
(2) Included in retirement obligations and other liabilities.

3. Dispositions

IPD Business Divestiture

On June 29, 2018, pursuant to a plan of sale approved by management, we executed an agreement to divest two IPD locations and associated product lines, including the related assets and liabilities. This transaction did not meet the criteria for

classification of assets held for sale as of June 30, 2018 due to a contingency that could have potentially impacted the final terms and/or timing of the divestiture. The sale transaction was completed on August 9, 2018. In the nine months ended September 30, 2018, we recorded a pre-tax charge of $25.1 million, including a pre-tax charge of $17.4 million in the second quarter of 2018 and a loss on sale of the business of $7.7 million in the third quarter of 2018. The second quarter of 2018 pre-tax charge related to write-downs of inventory and long-lived assets to their estimated fair value, of which $7.7 million was recorded in COS and $9.7 million was recorded in SG&A. The third quarter of 2018 pre-tax charge primarily related to working capital changes since the second quarter of 2018 and net cash transferred at the closing date of $3.7 million. The sale included a manufacturing facility in Germany and a related assembly facility in France. In 2017, net sales related to the business totaled approximately $42 million, although the business produced an operating loss in each of the last two fiscal years.

Vogt

Effective July 6, 2017, we sold our FCD's Vogt product line and related assets and liabilities to a privately held company for $28.0 million of cash received at closing. The sale resulted in a pre-tax gain of $11.1 million recorded in gain on sale of business in the condensed consolidated statements of income in the third quarter of 2017. In 2016, net sales related to the Vogt business totaled approximately $17 million, with earnings before interest and taxes of approximately $4 million.

Gestra AG

Effective May 2, 2017, we sold our FCD's Gestra AG ("Gestra") business to a leading provider of steam system solutions for $203.6 million (€178.3 million), which included $180.8 million (€158.3 million) of cash received (net of divested cash and subsequent working capital adjustments). The sale resulted in a pre-tax gain of $130.2 million ($79.4 million after-tax) recorded in gain on sale of business in the consolidated statements of income in 2017. The sale included Gestra’s manufacturing facility in Germany as well as related operations in the U.S., the United Kingdom ("U.K."), Spain, Poland, Italy, Singapore and Portugal. In 2016, Gestra recorded revenues of approximately $101 million (€92 million) with earnings before interest and taxes of approximately $17 million (€15 million).

4. Stock-Based Compensation Plans

We maintain the Flowserve Corporation Equity and Incentive Compensation Plan (the "2010 Plan"), which is a shareholder-approved plan authorizing the issuance of up to 8,700,000 shares of our common stock in the form of restricted shares, restricted share units and performance-based units (collectively referred to as "Restricted Shares"), incentive stock options, non-statutory stock options, stock appreciation rights and bonus stock. Of the 8,700,000 shares of common stock authorized under the 2010 Plan, 2,061,105 were available for issuance as of September 30, 2018. In 2016 the long-term incentive program was amended to allow Restricted Shares granted after January 1, 2016 to employees who retire and have achieved at least 55 years of age and 10 years of service to continue to vest over the original vesting period ("55/10 Provision"). As of September 30, 2018, 114,943 stock options were outstanding, with a grant date fair value of $2.0 million, which is expected to be recognized over a weighted-average period of approximately two years. No stock options were granted during the nine months ended September 30, 2018, compared to 114,943 stock options granted for the same period in 2017. No stock options vested during the nine months ended September 30, 2018 and 2017.

Restricted Shares – Awards of Restricted Shares are valued at the closing market price of our common stock on the date of grant. The unearned compensation is amortized to compensation expense over the vesting period of the restricted shares, except for awards related to the 55/10 Provision which are expensed in the period granted. We had unearned compensation of $30.7 million and $16.7 million at September 30, 2018 and December 31, 2017, respectively, which is expected to be recognized over a weighted-average period of approximately one year. These amounts will be recognized into net earnings in prospective periods as the awards vest. The total fair value of Restricted Shares vested was $0.2 million for both the three months ended September 30, 2018 and 2017. The total fair value of Restricted Shares vested during the nine months ended September 30, 2018 and 2017 was $14.0 million and $28.1 million, respectively.

We recorded stock-based compensation expense of $4.4 million ($5.7 million pre-tax) and $3.0 million ($4.6 million pre-tax) for the three months ended September 30, 2018 and 2017, respectively. We recorded stock-based compensation expense of $10.9 million ($14.1 million pre-tax) and $13.4 million ($20.3 million pre-tax) for the nine months ended September 30, 2018 and 2017, respectively. Performance-based shares granted in 2015 did not vest due to unachievement of performance targets resulting in 100,033 forfeited shares and a $5.4 million reduction of stock-based compensation expense for the nine months ended September 30, 2018.

The following table summarizes information regarding Restricted Shares:

	Nine Months Ended September 30, 2018	
	Shares	Weighted Average Grant-Date Fair Value
Number of unvested shares:		
Outstanding - January 1, 2018	1,203,852	$ 47.10
Granted	918,782	44.14
Vested	(302,065)	46.45
Forfeited	(265,591)	49.55
Outstanding as of September 30, 2018	1,554,978	$ 45.06

Unvested Restricted Shares outstanding as of September 30, 2018 included approximately 766,000 units with performance-based vesting provisions. Performance-based units are issuable in common stock and vest upon the achievement of pre-defined performance targets. Performance-based units granted prior to 2017 have performance targets based on our average annual return on net assets over a three-year period as compared with the same measure for a defined peer group for the same period. Performance-based units granted in 2017 and 2018 have performance targets based on our average return on invested capital and our total shareholder return ("TSR") over a three-year period. Most units were granted in three annual grants since January 1, 2016 and have a vesting percentage between 0% and 200% depending on the achievement of the specific performance targets. Except for shares granted under the 55/10 Provision, compensation expense is recognized ratably over a cliff-vesting period of 36 months, based on the fair value of our common stock on the date of grant, as adjusted for actual forfeitures. During the performance period, earned and unearned compensation expense is adjusted based on changes in the expected achievement of the performance targets for all performance-based units granted except for the TSR-based units. Vesting provisions range from 0 to approximately 1,531,000 shares based on performance targets. As of September 30, 2018, we estimate vesting of approximately 613,000 shares based on expected achievement of performance targets.

5. Derivative Instruments and Hedges

Our risk management and foreign currency derivatives and hedging policy specifies the conditions under which we may enter into derivative contracts. See Notes 1 and 7 to our consolidated financial statements included in our 2017 Annual Report and Note 7 of this Quarterly Report for additional information on our derivatives. We enter into foreign exchange forward contracts to hedge our cash flow risks associated with transactions denominated in currencies other than the local currency of the operation engaging in the transaction.

Foreign exchange contracts with third parties had a notional value of $266.6 million and $235.6 million at September 30, 2018 and December 31, 2017, respectively. At September 30, 2018, the length of foreign exchange contracts currently in place ranged from one day to 24 months.

We are exposed to risk from credit-related losses resulting from nonperformance by counterparties to our financial instruments. We perform credit evaluations of our counterparties under foreign exchange contracts agreements and expect all counterparties to meet their obligations. We have not experienced credit losses from our counterparties.

The fair values of foreign exchange contracts are summarized below:

(Amounts in thousands)	September 30, 2018	December 31, 2017
Current derivative assets	$ 778	$ 2,489
Noncurrent derivative assets	13	177
Current derivative liabilities	2,271	284
Noncurrent derivative liabilities	68	56

Current and noncurrent derivative assets are reported in our condensed consolidated balance sheets in prepaid expenses and other and other assets, net, respectively. Current and noncurrent derivative liabilities are reported in our condensed consolidated balance sheets in accrued liabilities and retirement obligations and other liabilities, respectively.

The impact of net changes in the fair values of foreign exchange contracts are summarized below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(Amounts in thousands)	2018	2017	2018	2017
(Loss) gain recognized in income	$ (1,157)	$ 548	$ (2,384)	$ 219

Gains and losses recognized in our condensed consolidated statements of income for foreign exchange contracts are classified as other expense, net.

In March 2015, we designated €255.7 million of our €500.0 million Euro senior notes discussed in Note 6 as a net investment hedge of our investments in certain of our international subsidiaries that use the Euro as their functional currency. We used the spot method to measure the effectiveness of our net investment hedge. Under this method, for each reporting period, the change in the carrying value of the Euro senior notes due to remeasurement of the effective portion is reported in accumulated other comprehensive loss on our condensed consolidated balance sheet and the remaining change in the carrying value of the ineffective portion, if any, is recognized in other expense, net in our condensed consolidated statement of income. We evaluate the effectiveness of our net investment hedge on a prospective basis at the beginning of each quarter. We did not record any ineffectiveness for the nine months ended September 30, 2018 and 2017.

6. Debt

Debt, including capital lease obligations, consisted of:

(Amounts in thousands, except percentages)	September 30, 2018	December 31, 2017
1.25% EUR Senior Notes due March 17, 2022, net of unamortized discount and debt issuance costs of $4,265 and $5,335	$ 576,135	$ 594,465
4.00% USD Senior Notes due November 15, 2023, net of unamortized discount and debt issuance costs of $2,293 and $2,590	297,707	297,410
3.50% USD Senior Notes due September 15, 2022, net of unamortized discount and debt issuance costs of $2,751 and $3,230	497,249	496,770
Term Loan Facility, interest rate of 3.89% at September 30, 2018 and 3.19% at December 31, 2017, net of debt issuance costs of $321 and $585	119,679	164,415
Capital lease obligations and other borrowings	13,245	22,197
Debt and capital lease obligations	1,504,015	1,575,257
Less amounts due within one year	67,269	75,599
Total debt due after one year	$ 1,436,746	$ 1,499,658

Senior Credit Facility

As discussed in Note 10 to our consolidated financial statements included in our 2017 Annual Report, our credit agreement provides for an initial $400.0 million term loan (“Term Loan Facility”) and a $800.0 million revolving credit facility (“Revolving Credit Facility” and, together with the Term Loan Facility, the “Senior Credit Facility”) with a maturity date of October 14, 2020. As of September 30, 2018 and December 31, 2017, we had no amounts outstanding under the Revolving Credit Facility. We had outstanding letters of credit of $74.8 million and $94.8 million at September 30, 2018 and December 31, 2017, respectively, which together with financial covenant limitations based on the terms of our Senior Credit Facility, contributed to the reduction of our borrowing capacity to $416.5 million and $644.8 million, respectively. Our compliance with applicable financial covenants under the Senior Credit Facility is tested quarterly, and we complied with all applicable covenants as of September 30, 2018.

We may prepay loans under our Senior Credit Facility in whole or in part, without premium or penalty, at any time. A commitment fee, which is payable quarterly on the daily unused portions of the Senior Credit Facility, was 0.20% (per annum) during the period ended September 30, 2018. During the nine months ended September 30, 2018, we made scheduled repayments of $45.0 million under our Term Loan Facility. We have scheduled repayments of $15.0 million due in each of the next four quarters on our Term Loan Facility.

7.Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or inputs are not available, valuation models may be applied. Assets and liabilities recorded at fair value in our condensed consolidated balance sheets are categorized by hierarchical levels based upon the level of judgment associated with the inputs used to measure their fair values. Recurring fair value measurements are limited to investments in derivative instruments. The fair value measurements of our derivative instruments are determined using models that maximize the use of the observable market inputs including interest rate curves and both forward and spot prices for currencies, and are classified as Level II under the fair value hierarchy. The fair values of our derivatives are included in Note 5.

Our financial instruments are presented at fair value in our condensed consolidated balance sheets, with the exception of our long-term debt. The estimated fair value of our long-term debt, excluding the Senior Notes, approximates the carrying value and is classified as Level II under the fair value hierarchy. The carrying value of our debt is included in Note 6. The estimated fair value of our Senior Notes at September 30, 2018 was $1,364.1 million compared to the carrying value of $1,371.1 million. The estimated fair value of the Senior Notes is based on Level I quoted market rates. The carrying amounts of our other financial instruments (e.g., cash and cash equivalents, accounts receivable, net, accounts payable and short-term debt) approximated fair value due to their short-term nature at September 30, 2018 and December 31, 2017.

8.Inventories

Inventories, net consisted of the following:

(Amounts in thousands)	September 30, 2018	December 31, 2017
Raw materials	$ 326,408	$ 358,827
Work in process	220,789	548,250
Finished goods	182,668	215,849
Less: Progress billings	—	(160,044)
Less: Excess and obsolete reserve	(74,213)	(78,609)
Inventories, net	$ 655,652	$ 884,273

During the second quarter of 2018, we recorded a $7.7 million inventory charge related to the divestiture of two IPD locations and related product lines, and resulted in a decrease to finished goods. Refer to Note 3 of this Quarterly Report for further discussion.

As a result of our adoption of the New Revenue Standard as of January 1, 2018, progress billings and work in process amounts associated with contracts accounted under the over time method were either recognized as COS or reclassified into contract assets, net or contract liabilities. Refer to Note 2 of this Quarterly Report for a discussion on our adoption of the New Revenue Standard.

9. Earnings Per Share

The following is a reconciliation of net earnings of Flowserve Corporation and weighted average shares for calculating net earnings per common share. Earnings per weighted average common share outstanding was calculated as follows:

	Three Months Ended September 30,			
(Amounts in thousands, except per share data)	2018		2017	
Net earnings of Flowserve Corporation	$	28,205	$	47,605
Dividends on restricted shares not expected to vest		—		—
Earnings attributable to common and participating shareholders	$	28,205	$	47,605
Weighted average shares:				
Common stock		130,823		130,681
Participating securities		20		79
Denominator for basic earnings per common share		130,843		130,760
Effect of potentially dilutive securities		507		636
Denominator for diluted earnings per common share		131,350		131,396
Earnings per common share:				
Basic	$	0.22	$	0.36
Diluted		0.21		0.36

	Nine Months Ended September 30,			
(Amounts in thousands, except per share data)	2018		2017	
Net earnings of Flowserve Corporation	$	56,568	$	108,534
Dividends on restricted shares not expected to vest		—		—
Earnings attributable to common and participating shareholders	$	56,568	$	108,534
Weighted average shares:				
Common stock		130,784		130,574
Participating securities		32		111
Denominator for basic earnings per common share		130,816		130,685
Effect of potentially dilutive securities		408		653
Denominator for diluted earnings per common share		131,224		131,338
Earnings per common share:				
Basic	$	0.43	$	0.83
Diluted		0.43		0.83

Diluted earnings per share above is based upon the weighted average number of shares as determined for basic earnings per share plus shares potentially issuable in conjunction with stock options and Restricted Shares.

10. Legal Matters and Contingencies

Asbestos-Related Claims

We are a defendant in a substantial number of lawsuits that seek to recover damages for personal injury allegedly caused by exposure to asbestos-containing products manufactured and/or distributed by our heritage companies in the past. While the overall number of asbestos-related claims has generally declined in recent years, there can be no assurance that this trend will continue, or that the average cost per claim will not further increase. Asbestos-containing materials incorporated into any such products were encapsulated and used as internal components of process equipment, and we do not believe that any significant emission of asbestos fibers occurred during the use of this equipment.

Our practice is to vigorously contest and resolve these claims, and we have been successful in resolving a majority of claims with little or no payment. Historically, a high percentage of resolved claims have been covered by applicable insurance or indemnities from other companies, and we believe that a substantial majority of existing claims should continue to be covered by insurance or indemnities. Accordingly, we have recorded a liability for our estimate of the most likely settlement of asserted claims and a related receivable from insurers or other companies for our estimated recovery, to the extent we believe that the

amounts of recovery are probable and not otherwise in dispute. While unfavorable rulings, judgments or settlement terms regarding these claims could have a material adverse impact on our business, financial condition, results of operations and cash flows, we currently believe the likelihood is remote.

Additionally, we have claims pending against certain insurers that, if resolved more favorably than reflected in the recorded receivables, would result in discrete gains in the applicable quarter. We are currently unable to estimate the impact, if any, of unasserted asbestos-related claims, although future claims would also be subject to then existing indemnities and insurance coverage.

United Nations Oil-for-Food Program

In mid-2006, the French authorities began an investigation of over 170 French companies, of which one of our French subsidiaries was included, concerning suspected inappropriate activities conducted in connection with the United Nations Oil for Food Program. As previously disclosed, the French investigation of our French subsidiary was formally opened in the first quarter of 2010, and our French subsidiary filed a formal response with the French court. In July 2012, the French court ruled against our procedural motions to challenge the constitutionality of the charges and quash the indictment. Hearings occurred on April 1-2, 2015, and the Company presented its defense and closing arguments. On June 18, 2015, the French court issued its ruling dismissing the case against the Company and the other defendants. However, on July 1, 2015, the French prosecutor lodged an appeal and we anticipate that the hearing for the appeal will be held in 2018. We currently do not expect to incur additional case resolution costs of a material amount in this matter. However, if the French authorities ultimately take enforcement action against our French subsidiary regarding its investigation, we may be subject to monetary and non-monetary penalties, which we currently do not believe will have a material adverse financial impact on our company.

Other

We are currently involved as a potentially responsible party at five former public waste disposal sites in various stages of evaluation or remediation. The projected cost of remediation at these sites, as well as our alleged "fair share" allocation, will remain uncertain until all studies have been completed and the parties have either negotiated an amicable resolution or the matter has been judicially resolved. At each site, there are many other parties who have similarly been identified. Many of the other parties identified are financially strong and solvent companies that appear able to pay their share of the remediation costs. Based on our information about the waste disposal practices at these sites and the environmental regulatory process in general, we believe that it is likely that ultimate remediation liability costs for each site will be apportioned among all liable parties, including site owners and waste transporters, according to the volumes and/or toxicity of the wastes shown to have been disposed of at the sites. We believe that our financial exposure for existing disposal sites will not be materially in excess of accrued reserves.

As previously disclosed in our 2017 Annual Report, we terminated an employee of an overseas subsidiary after uncovering actions that violated our Code of Business Conduct and may have violated the Foreign Corrupt Practices Act. We completed our internal investigation into the matter, self-reported the potential violation to the United States Department of Justice (the "DOJ") and the SEC, and continue to cooperate with the DOJ and SEC. We previously received a subpoena from the SEC requesting additional information and documentation related to the matter and have completed our response to the subpoena. We currently believe that this matter will not have a material adverse financial impact on the Company, but there can be no assurance that the Company will not be subjected to monetary penalties and additional costs.

We are also a defendant in a number of other lawsuits, including product liability claims, that are insured, subject to the applicable deductibles, arising in the ordinary course of business, and we are also involved in other uninsured routine litigation incidental to our business. We currently believe none of such litigation, either individually or in the aggregate, is material to our business, operations or overall financial condition. However, litigation is inherently unpredictable, and resolutions or dispositions of claims or lawsuits by settlement or otherwise could have an adverse impact on our financial position, results of operations or cash flows for the reporting period in which any such resolution or disposition occurs.

Although none of the aforementioned potential liabilities can be quantified with absolute certainty except as otherwise indicated above, we have established reserves covering exposures relating to contingencies, to the extent believed to be reasonably estimable and probable based on past experience and available facts. While additional exposures beyond these reserves could exist, they currently cannot be estimated. We will continue to evaluate and update the reserves as necessary and appropriate.

11. Retirement and Postretirement Benefits

Components of the net periodic cost for retirement and postretirement benefits for the three months ended September 30, 2018 and 2017 were as follows:

	U.S. Defined Benefit Plans		Non-U.S. Defined Benefit Plans		Postretirement Medical Benefits	
(Amounts in millions)	2018	2017	2018	2017	2018	2017
Service cost	$ 5.5	$ 5.6	$ 1.7	$ 1.7	$ —	$ —
Interest cost	3.9	4.3	2.2	2.2	0.2	0.3
Expected return on plan assets	(6.4)	(6.2)	(2.1)	(2.1)	—	—
Amortization of prior service cost	—	—	—	—	—	—
Amortization of unrecognized net loss (gain)	1.3	1.5	0.9	0.9	(0.2)	(0.1)
Net periodic cost recognized	$ 4.3	$ 5.2	$ 2.7	$ 2.7	$ —	$ 0.2

Components of the net periodic cost for retirement and postretirement benefits for the nine months ended September 30, 2018 and 2017 were as follows:

	U.S. Defined Benefit Plans		Non-U.S. Defined Benefit Plans		Postretirement Medical Benefits	
(Amounts in millions)	2018	2017	2018	2017	2018	2017
Service cost	$ 16.6	$ 16.7	$ 5.3	$ 5.1	$ —	$ —
Interest cost	11.8	12.7	6.6	6.6	0.6	0.7
Expected return on plan assets	(19.3)	(18.4)	(6.4)	(6.3)	—	—
Amortization of prior service cost	0.1	0.1	—	—	0.1	0.1
Amortization of unrecognized net loss (gain)	4.1	4.5	2.7	2.6	(0.6)	(0.2)
Net periodic cost recognized	$ 13.3	$ 15.6	$ 8.2	$ 8.0	$ 0.1	$ 0.6

Effective January 1, 2018 we adopted ASU No. 2017-07, "Compensation-Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." Refer to Note 1 included in this Quarterly Report for a discussion on the adoption of the standard.

The components of net periodic cost for retirement and postretirement benefits other than service costs are included in other expense, net in our condensed consolidated statement of income.

12. Shareholders' Equity

Dividends – Generally, our dividend date-of-record is in the last month of the quarter, and the dividend is paid the following month. Any subsequent dividends will be reviewed by our Board of Directors and declared in its discretion dependent on its assessment of our financial situation and business outlook at the applicable time. Dividends paid per share were $0.19 for the three months ending September 30, 2018 and 2017 and $0.57 for the nine months ending September 30, 2018 and 2017. Dividends paid for the three months ended September 30, 2018 and 2017 were $24.9 million and $24.8 million, respectively, and $74.5 million and $74.4 million for the nine months ended September 30, 2018 and 2017, respectively.

Share Repurchase Program – On November 13, 2014, our Board of Directors approved a $500.0 million share repurchase authorization. Our share repurchase program does not have an expiration date, and we reserve the right to limit or terminate the repurchase program at any time without notice. We had no repurchases of shares of our outstanding common stock for both of the three and nine months ended September 30, 2018 and 2017. As of September 30, 2018, we had $160.7 million of remaining capacity under our current share repurchase program.

13. Income Taxes

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act of 2017 (the "Act"), which significantly changed U.S. tax law. The Act, among other things, lowered the Company's U.S. statutory federal income tax rate from 35% to 21% effective January 1, 2018, while imposing a deemed repatriation tax on deferred foreign income and implementing a modified territorial tax system. While the Act provides for a territorial tax system, beginning in 2018, it provides for two new anti-base erosion provisions, the global intangible low-taxed income ("GILTI") provision and the base-erosion and anti-abuse tax ("BEAT") provision which effectively creates a new minimum tax on certain future foreign earnings.

The Company included reasonable estimates of the income tax effects in applying the provisions of the Act in accordance with Accounting Standards Codification Topic 740, Income Taxes (ASC Topic 740) and following the guidance in SEC Staff Accounting Bulletin No. 118 ("SAB 118"). As a result, the impacts from the Act may differ, primarily related to deemed repatriated earnings and associated withholding taxes, from these provisional amounts, possibly materially, due to, among other things, additional analysis, changes from interpretations enacted and assumptions the Company has made, additional regulatory guidance that may be issued, and actions the Company may take as a result of the Act. Due to the timing of the Act and the substantial changes it brings, SAB 118 provides registrants a measurement period to report the impact of the new U.S. tax law. The financial reporting impact of the Act is expected to be completed no later than the fourth quarter of 2018. The impacts of these changes were reflected in the 2017 provisional tax expense, as discussed in Note 15 to our consolidated financial statements included in our 2017 Annual Report. The Company has elected to account for the GILTI provision in the period in which it is incurred.

For the three months ended September 30, 2018, we earned $44.4 million before taxes and provided for income taxes of $14.9 million resulting in an effective tax rate of 33.6%. For the nine months ended September 30, 2018, we earned $97.7 million before taxes and provided for income taxes of $37.0 million resulting in an effective tax rate of 37.9%. The effective tax rate varied from the U.S. federal statutory rate for the three and nine months ended September 30, 2018 primarily due to the net impact of foreign operations, including losses in certain foreign jurisdictions for which no tax benefit was provided.

For the three months ended September 30, 2017, we earned $68.4 million before taxes and provided for income taxes of $19.6 million resulting in an effective tax rate of 28.7%. For the nine months ended September 30, 2017, we earned $196.1 million before taxes and provided for income taxes of $85.8 million resulting in an effective tax rate of 43.8%. The effective tax rate varied from the U.S. federal statutory rate for the three and nine months ended September 30, 2017 primarily due to the net impact of foreign operations, losses in certain foreign jurisdictions for which no tax benefit was provided and taxes related to the sale of the Gestra and Vogt businesses.

As of September 30, 2018, the amount of unrecognized tax benefits decreased by $3.2 million from December 31, 2017. With limited exception, we are no longer subject to U.S. federal income tax audits for years through 2016, state and local income tax audits for years through 2012 or non-U.S. income tax audits for years through 2011. We are currently under examination for various years in Austria, Canada, France, Germany, India, Indonesia, Italy, Japan, Mexico, Philippines, Saudi Arabia, Singapore, the U.S. and Venezuela.

It is reasonably possible that within the next 12 months the effective tax rate will be impacted by the resolution of some or all of the matters audited by various taxing authorities. It is also reasonably possible that we will have the statute of limitations close in various taxing jurisdictions within the next 12 months. As such, we estimate we could record a reduction in our tax expense of approximately $14 million within the next 12 months.

14. Segment Information

The following is a summary of the financial information of the reportable segments reconciled to the amounts reported in the condensed consolidated financial statements:

Three Months Ended September 30, 2018

(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Sales to external customers	$ 456,833	$ 190,465	$ 305,418	$ 952,716	$ —	$ 952,716
Intersegment sales	9,377	8,673	761	18,811	(18,811)	—
Segment operating income (loss)	57,416	(2,460)	56,430	111,386	(49,195)	62,191

Three Months Ended September 30, 2017(1)

(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Sales to external customers	$ 416,031	$ 180,347	$ 287,002	$ 883,380	$ —	$ 883,380
Intersegment sales	8,157	9,388	686	18,231	(18,231)	—
Segment operating income (loss)	52,078	(3,500)	48,827	97,405	(22,612)	74,793

(1) Prior period is presented in accordance with Topic 605.

Nine Months Ended September 30, 2018

(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Sales to external customers	$ 1,384,799	$ 574,007	$ 886,992	$ 2,845,798	$ —	$ 2,845,798
Intersegment sales	29,773	28,977	2,890	61,640	(61,640)	—
Segment operating income (loss)	147,830	(25,181)	136,741	259,390	(105,063)	154,327

Nine Months Ended September 30, 2017(1)

(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Sales to external customers	$ 1,252,541	$ 533,302	$ 840,919	$ 2,626,762	$ —	$ 2,626,762
Intersegment sales	24,022	26,640	2,608	53,270	(53,270)	—
Segment operating income (loss)	107,780	(45,760)	255,086	317,106	(64,767)	252,339

(1) Prior period is presented in accordance with Topic 605.

15. Accumulated Other Comprehensive Loss

The following table presents the changes in accumulated other comprehensive loss ("AOCL"), net of tax for the three months ended September 30, 2018 and 2017:

	2018				2017			
(Amounts in thousands)	Foreign currency translation items(1)	Pension and other post-retirement effects	Cash flow hedging activity	Total(1)	Foreign currency translation items(1)	Pension and other post-retirement effects	Cash flow hedging activity	Total(1)
Balance - July 1	$ (426,327)	$ (110,248)	$ (965)	$ (537,540)	$ (415,506)	$ (137,188)	$ (1,154)	$ (553,848)
Other comprehensive (loss) income before reclassifications	(19,669)	771	52	(18,846)	17,674	(2,004)	12	15,682
Amounts reclassified from AOCL	—	1,828	—	1,828	—	1,560	—	1,560
Net current-period other comprehensive (loss) income	(19,669)	2,599	52	(17,018)	17,674	(444)	12	17,242
Balance - September 30	$ (445,996)	$ (107,649)	$ (913)	$ (554,558)	$ (397,832)	$ (137,632)	$ (1,142)	$ (536,606)

(1) Includes foreign currency translation adjustments attributable to noncontrolling interests of $4.7 million and $3.9 million for July 1, 2018 and 2017, respectively, and $5.0 million and $3.9 million at September 30, 2018 and 2017, respectively. Includes net investment hedge gains of $1.5 million and losses of $6.3 million, net of deferred taxes, for the three months ended September 30, 2018 and 2017, respectively. Amounts in parentheses indicate debits.

The following table presents the reclassifications out of AOCL:

		Three Months Ended September 30,	
(Amounts in thousands)	Affected line item in the statement of income	2018(1)	2017(1)
Pension and other postretirement effects			
Amortization of actuarial losses(2)	Other (expense) income, net	$ (2,061)	$ (2,284)
Prior service costs(2)	Other (expense) income, net	(78)	(57)
	Tax benefit	311	781
	Net of tax	$ (1,828)	$ (1,560)

(1) Amounts in parentheses indicate decreases to income. None of the reclass amounts have a noncontrolling interest component.
(2) These accumulated other comprehensive loss components are included in the computation of net periodic pension cost. See Note 11 for additional details.

The following table presents the changes in AOCL, net of tax for the nine months ended September 30, 2018 and 2017:

(Amounts in thousands)	2018 Foreign currency translation items(1)	2018 Pension and other post-retirement effects	2018 Cash flow hedging activity	2018 Total(1)	2017 Foreign currency translation items(1)	2017 Pension and other post-retirement effects	2017 Cash flow hedging activity	2017 Total(1)
Balance - January 1	$ (384,779)	$ (115,755)	$ (1,090)	$ (501,624)	$ (483,609)	$ (136,530)	$ (1,238)	$ (621,377)
Other comprehensive (loss) income before reclassifications	(61,217)	2,536	177	(58,504)	85,225	(5,818)	73	79,480
Amounts reclassified from AOCL	—	5,570	—	5,570	552	4,716	23	5,291
Net current-period other comprehensive (loss) income	(61,217)	8,106	177	(52,934)	85,777	(1,102)	96	84,771
Balance - September 30	$ (445,996)	$ (107,649)	$ (913)	$ (554,558)	$ (397,832)	$ (137,632)	$ (1,142)	$ (536,606)

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(1) Includes foreign currency translation adjustments attributable to noncontrolling interests of $3.8 million and $3.4 million at January 1, 2018 and 2017, respectively, and $5.0 million and $3.9 million at September 30, 2018 and 2017, respectively. Includes net investment hedge losses of $19.8 million and $19.6 million, net of deferred taxes, for the nine months ended September 30, 2018 and 2017, respectively. Amounts in parentheses indicate debits.

The following table presents the reclassifications out of AOCL:

(Amounts in thousands)	Affected line item in the statement of income	Nine Months Ended September 30, 2018(1)	Nine Months Ended September 30, 2017(1)
Release of cumulative translation adjustments due to sale of business	Gain on sale of business	$ —	$ (552)
	Tax benefit	—	—
	Net of tax	$ —	$ (552)
Pension and other postretirement effects			
Amortization of actuarial losses(2)	Other expense, net	$ (6,231)	$ (6,885)
Prior service costs(2)	Other expense, net	(237)	(172)
	Tax benefit	898	2,341
	Net of tax	$ (5,570)	$ (4,716)

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(1) Amounts in parentheses indicate decreases to income. None of the reclass amounts have a noncontrolling interest component.
(2) These accumulated other comprehensive loss components are included in the computation of net periodic pension cost. See Note 11 for additional details.

16. Realignment and Transformation Programs

In the second quarter of 2018, we launched and committed resources to our Flowserve 2.0 Transformation ("Flowserve 2.0 Transformation"), a program designed to transform our business model to drive operational excellence, reduce complexity, accelerate growth, improve organizational health and better leverage our existing global platform. We anticipate that the Flowserve 2.0 Transformation will result in restructuring charges, non-restructuring charges and other related transformation expenses (primarily professional services, project management and related travel expenses). For the three and nine months ended September 30, 2018, we incurred Flowserve 2.0 Transformation related expenses of $24.0 million and $27.4 million, respectively, primarily consisting of professional services and project management costs recorded in SG&A. We are currently evaluating the total investment in the various initiatives associated with this program.

In 2015 we initiated realignment programs consisting of R1 Realignment Program related to the SIHI acquisition and R2 Realignment Program to better align costs and improve long-term efficiency, including manufacturing optimization through the consolidation of facilities, reduction in our workforce and divestiture of certain non-strategic assets (the “Realignment Programs”).

These Realignment Programs have been substantially completed, with the final projects targeted to complete in late 2018. We estimate total investment in these programs of approximately $360 million and anticipate we will incur most of the remaining charges by the end of 2018. The Realignment Programs consist of both restructuring and non-restructuring charges. Restructuring charges represent costs associated with the relocation or reorganization of certain business activities and facility closures and include related severance costs. Non-restructuring charges are primarily employee severance associated with workforce reductions to reduce redundancies. Expenses are primarily reported in COS or SG&A, as applicable, in our condensed consolidated statements of income.

Generally, the aforementioned charges will be paid in cash, except for asset write-downs, which are non-cash charges. The following is a summary of total charges, net of adjustments, related to the Realignment Programs and Flowserve 2.0 Transformation charges:

	Three Months Ended September 30, 2018					
(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Realignment Charges						
Restructuring Charges						
COS	$ 3,115	$ 372	$ 918	$ 4,405	$ —	$ 4,405
SG&A	143	(348)	1	(204)	9	(195)
	$ 3,258	$ 24	$ 919	$ 4,201	$ 9	$ 4,210
Non-Restructuring Charges						
COS	$ 4,055	$ 378	$ (630)	$ 3,803	$ —	$ 3,803
SG&A	(801)	(17)	225	(593)	3,707	3,114
	$ 3,254	$ 361	$ (405)	$ 3,210	$ 3,707	$ 6,917
Total Realignment Charges						
COS	$ 7,170	$ 750	$ 288	$ 8,208	$ —	$ 8,208
SG&A	(658)	(365)	226	(797)	3,716	$ 2,919
Total	$ 6,512	$ 385	$ 514	$ 7,411	$ 3,716	$ 11,127
Transformation Charges						
SG&A	$ —	$ —	$ —	$ —	$ 23,986	$ 23,986
	$ —	$ —	$ —	$ —	$ 23,986	$ 23,986
Total Realignment and Transformation Charges						
COS	$ 7,170	$ 750	$ 288	$ 8,208	$ —	$ 8,208
SG&A	(658)	(365)	226	(797)	27,702	26,905
Total	$ 6,512	$ 385	$ 514	$ 7,411	$ 27,702	$ 35,113

(Amounts in thousands)	Three Months Ended September 30, 2017 EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Restructuring Charges						
COS	$ 5,252	$ 19	$ 5,396	$ 10,667	$ —	$ 10,667
SG&A	831	28	364	1,223	(8)	1,215
Income tax expense	1,000	—	—	1,000	—	1,000
	$ 7,083	$ 47	$ 5,760	$ 12,890	$ (8)	$ 12,882
Non-Restructuring Charges						
COS	$ 1,793	$ 2,002	$ (242)	$ 3,553	$ —	$ 3,553
SG&A	(113)	(407)	658	138	1,218	1,356
	$ 1,680	$ 1,595	$ 416	$ 3,691	$ 1,218	$ 4,909
Total Realignment Charges						
COS	$ 7,045	$ 2,021	$ 5,154	$ 14,220	$ —	$ 14,220
SG&A	718	(379)	1,022	1,361	1,210	$ 2,571
Income tax expense	1,000	—	—	1,000	—	$ 1,000
Total	$ 8,763	$ 1,642	$ 6,176	$ 16,581	$ 1,210	$ 17,791

(Amounts in thousands)	Nine Months Ended September 30, 2018 EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Realignment Charges						
Restructuring Charges						
COS	$ 8,552	$ 1,980	$ 3,370	$ 13,902	$ —	$ 13,902
SG&A	562	355	345	1,262	37	1,299
	$ 9,114	$ 2,335	$ 3,715	$ 15,164	$ 37	$ 15,201
Non-Restructuring Charges						
COS	$ 15,190	$ 2,548	$ (47)	$ 17,691	$ —	$ 17,691
SG&A	2,690	1,088	947	4,725	5,723	10,448
	$ 17,880	$ 3,636	$ 900	$ 22,416	$ 5,723	$ 28,139
Total Realignment Charges						
COS	$ 23,742	$ 4,528	$ 3,323	$ 31,593	$ —	$ 31,593
SG&A	3,252	1,443	1,292	5,987	5,760	11,747
Total	$ 26,994	$ 5,971	$ 4,615	$ 37,580	$ 5,760	$ 43,340
Transformation Charges						
SG&A	$ —	$ —	$ —	$ —	$ 27,352	$ 27,352
	$ —	$ —	$ —	$ —	$ 27,352	$ 27,352
Total Realignment and Transformation Charges						
COS	$ 23,742	$ 4,528	$ 3,323	$ 31,593	$ —	$ 31,593
SG&A	3,252	1,443	1,292	5,987	33,112	39,099
Total	$ 26,994	$ 5,971	$ 4,615	$ 37,580	$ 33,112	$ 70,692

(Amounts in thousands)	Nine Months Ended September 30, 2017 EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Restructuring Charges						
COS	$ 5,444	$ 6,111	$ 6,575	$ 18,130	$ —	$ 18,130
SG&A	637	213	(289)	561	67	628
Income tax expense	1,000	—	—	1,000	—	1,000
	$ 7,081	$ 6,324	$ 6,286	$ 19,691	$ 67	$ 19,758
Non-Restructuring Charges						
COS	$ 6,965	$ 5,818	$ 2,459	$ 15,242	$ —	$ 15,242
SG&A	7,311	9,968	3,957	21,236	3,772	25,008
	$ 14,276	$ 15,786	$ 6,416	$ 36,478	$ 3,772	$ 40,250
Total Realignment Charges						
COS	$ 12,409	$ 11,929	$ 9,034	$ 33,372	$ —	$ 33,372
SG&A	7,948	10,181	3,668	21,797	3,839	25,636
Income tax expense	1,000	—	—	1,000	—	1,000
Total	$ 21,357	$ 22,110	$ 12,702	$ 56,169	$ 3,839	$ 60,008

The following is a summary of total inception to date charges, net of adjustments, related to the Realignment Programs:

(Amounts in thousands)	Inception to Date EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Realignment Charges						
Restructuring Charges						
COS	$ 51,364	$ 49,805	$ 26,025	$ 127,194	$ —	$ 127,194
SG&A	18,902	17,072	9,442	45,416	316	45,732
Income tax expense(1)	10,400	9,300	1,800	21,500	—	21,500
	$ 80,666	$ 76,177	$ 37,267	$ 194,110	$ 316	$ 194,426
Non-Restructuring Charges						
COS	$ 41,613	$ 23,537	$ 14,820	$ 79,970	$ 8	$ 79,978
SG&A	19,536	19,489	9,111	48,136	15,645	63,781
	$ 61,149	$ 43,026	$ 23,931	$ 128,106	$ 15,653	$ 143,759
Total Realignment Charges						
COS	$ 92,977	$ 73,342	$ 40,845	$ 207,164	$ 8	$ 207,172
SG&A	38,438	36,561	18,553	93,552	15,961	109,513
Income tax expense(1)	10,400	9,300	1,800	21,500	—	21,500
Total	$ 141,815	$ 119,203	$ 61,198	$ 322,216	$ 15,969	$ 338,185

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(1) Income tax expense includes exit taxes as well as non-deductible costs.

Restructuring charges represent costs associated with the relocation or reorganization of certain business activities and facility closures and include costs related to employee severance at closed facilities, contract termination costs, asset write-downs and other costs. Severance costs primarily include costs associated with involuntary termination benefits. Contract termination costs include costs related to termination of operating leases or other contract termination costs. Asset write-downs include accelerated depreciation of fixed assets, accelerated amortization of intangible assets, divestiture of certain non-strategic assets and inventory write-downs. Other costs generally include costs related to employee relocation, asset relocation, vacant facility costs (i.e., taxes and insurance) and other charges.

The following is a summary of restructuring charges, net of adjustments, for the Realignment Programs:

	Three Months Ended September 30, 2018				
(Amounts in thousands)	Severance	Contract Termination	Asset Write-Downs	Other	Total
COS	$ (590)	$ 3	$ 449	$ 4,543	$ 4,405
SG&A	(46)	—	10	(159)	(195)
Total	$ (636)	$ 3	$ 459	$ 4,384	$ 4,210

	Three Months Ended September 30, 2017				
(Amounts in thousands)	Severance	Contract Termination	Asset Write-Downs	Other	Total
COS	$ 9,197	$ —	$ 59	$ 1,411	$ 10,667
SG&A	440	—	52	723	1,215
Income tax expense	—	—	—	1,000	1,000
Total	$ 9,637	$ —	$ 111	$ 3,134	$ 12,882

	Nine Months Ended September 30, 2018				
(Amounts in thousands)	Severance	Contract Termination	Asset Write-Downs	Other	Total
COS	$ 2,764	$ 3	$ 3,898	$ 7,237	$ 13,902
SG&A	1,246	—	10	43	1,299
Total	$ 4,010	$ 3	$ 3,908	$ 7,280	$ 15,201

	Nine Months Ended September 30, 2017				
(Amounts in thousands)	Severance	Contract Termination	Asset Write-Downs	Other	Total
COS	$ 4,978	$ 226	$ 5,210	$ 7,716	$ 18,130
SG&A	(1,377)	—	242	1,763	628
Income tax expense	—	—	—	1,000	1,000
Total	$ 3,601	$ 226	$ 5,452	$ 10,479	$ 19,758

The following is a summary of total inception to date restructuring charges, net of adjustments, related to the Realignment Programs:

	Inception to Date				
(Amounts in thousands)	Severance	Contract Termination	Asset Write-Downs	Other	Total
COS	$ 84,949	$ 905	$ 19,215	$ 22,125	$ 127,194
SG&A	31,116	43	1,687	12,886	45,732
Income tax expense(1)	—	—	—	21,500	21,500
Total	$ 116,065	$ 948	$ 20,902	$ 56,511	$ 194,426

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(1) Income tax expense includes exit taxes as well as non-deductible costs.

The following represents the activity, primarily severance, related to the restructuring reserve for the Realignment Programs for the nine months ended September 30, 2018 and 2017:

(Amounts in thousands)	2018	2017	
Balance at December 31	$ 39,230	$ 60,327	(2)
Charges, net of adjustments	11,314	13,076	
Cash expenditures	(15,935)	(26,488)	
Other non-cash adjustments, including currency(1)	(15,196)	(4,562)	
Balance at September 30	$ 19,413	$ 42,353	

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(1) Includes a reduction of severance accruals associated with the the divestiture of two IPD locations and associated product lines. Refer to Note 3 of this Quarterly Report for further discussion.

(2) The reserve for the R1 Realignment Program was $12.6 million, which was substantially paid during the period.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and notes thereto, and the other financial data included elsewhere in this Quarterly Report. The following discussion should also be read in conjunction with our audited consolidated financial statements, and notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") included in our 2017 Annual Report.

EXECUTIVE OVERVIEW

Our Company

We believe that we are a world-leading manufacturer and aftermarket service provider of comprehensive flow control systems. We develop and manufacture precision-engineered flow control equipment integral to the movement, control and protection of the flow of materials in our customers' critical processes. Our product portfolio of pumps, valves, seals, automation and aftermarket services supports global infrastructure industries, including oil and gas, chemical, power generation and water management, as well as general industrial markets where our products and services add value. Through our manufacturing platform and global network of Quick Response Centers ("QRCs"), we offer a broad array of aftermarket equipment services, such as installation, advanced diagnostics, repair and retrofitting. We currently employ approximately 17,000 employees in more than 50 countries.

Our business model is significantly influenced by the capital spending of global infrastructure industries for the placement of new products into service and aftermarket services for existing operations. The worldwide installed base of our products is an important source of aftermarket revenue, where products are expected to ensure the maximum operating time of many key industrial processes. Over the past several years, we have significantly invested in our aftermarket strategy to provide local support to drive customer investments in our offerings and use of our services to replace or repair installed products. The aftermarket portion of our business also helps provide business stability during various economic periods. The aftermarket business, which is primarily served by our network of 174 QRCs located around the globe, provides a variety of service offerings for our customers including spare parts, service solutions, product life cycle solutions and other value-added services. It is generally a higher margin business compared to our original equipment business and a key component of our business strategy.

Our operations are conducted through three business segments that are referenced throughout this MD&A:

- EPD for long lead time, custom and other highly-engineered pumps and pump systems, mechanical seals, auxiliary systems and replacement parts and related services;
- IPD for engineered and pre-configured industrial pumps and pump systems and related products and services; and
- FCD for engineered and industrial valves, control valves, actuators and controls and related services.

Our business segments share a focus on industrial flow control technology and have a high number of common customers. These segments also have complementary product offerings and technologies that are often combined in applications that provide us a net competitive advantage. Our segments also benefit from our global footprint and our economies of scale in reducing administrative and overhead costs to serve customers more cost effectively. For example, our segments share leadership for operational support functions, such as research and development, marketing and supply chain.

The reputation of our product portfolio is built on more than 50 well-respected brand names such as Worthington, IDP, Valtek, Limitorque, Durco, Edward, Anchor/Darling, SIHI, Halberg and Durametallic, which we believe to be one of the most comprehensive in the industry. Our products and services are sold either directly or through designated channels to more than 10,000 companies, including some of the world's leading engineering, procurement and construction ("EPC") firms, original equipment manufacturers, distributors and end users.

We continue to leverage our QRC network to be positioned as near to customers as possible for service and support in order to capture valuable aftermarket business. Along with ensuring that we have the local capability to sell, install and service our equipment in remote regions, it is equally imperative to continuously improve our global operations. We continue to expand our global supply chain capability to meet global customer demands and ensure the quality and timely delivery of our products. Additionally, we continue to devote resources to improving the supply chain processes across our business segments to find areas of synergy and cost reduction and to improve our supply chain management capability to ensure it can meet global customer demands. We also remain focused on improving on-time delivery and quality, while managing warranty costs as a percentage of sales across our global operations, through the assistance of a focused Continuous Improvement Process ("CIP") initiative. The goal of the CIP initiative, which includes lean manufacturing, six sigma business management strategy and value engineering, is to maximize service fulfillment to customers through on-time delivery, reduced cycle time and quality at the highest internal productivity.

Over the past several quarters we have experienced a stabilization in business conditions and are beginning to gain traction and momentum in certain of our key markets. With continued stability in oil prices, at improved levels beginning in the second half of 2017, our large-project business is showing initial signs of recovery and we anticipate that customers will continue to increase maintenance and short cycle investment during 2018.

RESULTS OF OPERATIONS — Three and nine months ended September 30, 2018 and 2017

Effective January 1, 2018, we adopted ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" and all related ASUs ("New Revenue Standard"), using the modified retrospective method for transition. For a discussion related to our adoption of the New Revenue Standard requirements refer to Notes 1 and 2 to our condensed consolidated financial statements included in this Quarterly Report.

Throughout this discussion of our results of operations, we discuss the impact of fluctuations in foreign currency exchange rates. We have calculated currency effects on operations by translating current year results on a monthly basis at prior year exchange rates for the same periods.

In the second quarter of 2018, we launched and committed resources to our Flowserve 2.0 Transformation ("Flowserve 2.0 Transformation"), a program designed to transform our business model to drive operational excellence, reduce complexity, accelerate growth, improve organizational health and better leverage our existing global platform, which is further discussed in Note 16 to our condensed consolidated financial statements included in this Quarterly Report. We anticipate that the Flowserve 2.0 Transformation will result in restructuring charges, non-restructuring charges and other related transformation expenses (e.g., professional services, project management and related travel and expense). For the three and nine months ended September 30, 2018, we incurred Flowserve 2.0 Transformation related expenses of $24.0 million and $27.4 million, respectively, primarily consisting of professional services and project management costs recorded in SG&A. We are currently evaluating the total investment in and financial benefits of the various initiatives associated with this program.

In 2015, we initiated Realignment Programs that consist of both restructuring and non-restructuring charges that are further discussed in Note 16 to our condensed consolidated financial statements included in this Quarterly Report. The Realignment Programs will continue throughout 2018 and the total charges for Realignment Programs by segment are detailed below for the three months ended September 30, 2018 and 2017:

	Three Months Ended September 30, 2018					
(Amounts in thousands)	EPD	IPD	FCD	Subtotal– Reportable Segments	Eliminations and All Other	Consolidated Total
Total Realignment Program Charges						
COS	$ 7,170	$ 750	$ 288	$ 8,208	$ —	$ 8,208
SG&A	(658)	(365)	226	(797)	3,716	2,919
Total	$ 6,512	$ 385	$ 514	$ 7,411	$ 3,716	$ 11,127

	Three Months Ended September 30, 2017					
(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Total Realignment Program Charges						
COS	$ 7,045	$ 2,021	$ 5,154	$ 14,220	$ —	$ 14,220
SG&A	718	(379)	1,022	1,361	1,210	2,571
Income tax expense	1,000	—	—	1,000	—	1,000
Total	$ 8,763	$ 1,642	$ 6,176	$ 16,581	$ 1,210	$ 17,791

The total charges for Realignment Programs by segment are detailed below for the nine months ended September 30, 2018 and 2017:

	Nine Months Ended September 30, 2018					
(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Total Realignment Program Charges						
COS	$ 23,742	$ 4,528	$ 3,323	$ 31,593	$ —	$ 31,593
SG&A	3,252	1,443	1,292	5,987	5,760	11,747
Total	$ 26,994	$ 5,971	$ 4,615	$ 37,580	$ 5,760	$ 43,340

	Nine Months Ended September 30, 2017					
(Amounts in thousands)	EPD	IPD	FCD	Subtotal–Reportable Segments	Eliminations and All Other	Consolidated Total
Total Realignment Program Charges						
COS	$ 12,409	$ 11,929	$ 9,034	$ 33,372	$ —	$ 33,372
SG&A	7,948	10,181	3,668	21,797	3,839	25,636
Income tax expense	1,000	—	—	1,000	—	1,000
Total	$ 21,357	$ 22,110	$ 12,702	$ 56,169	$ 3,839	$ 60,008

We anticipate a total investment in these Realignment Programs of approximately $360 million. Since inception of the Realignment Programs in 2015, we have incurred charges of $338.2 million and we expect to incur most remaining charges by the end of 2018.

Based on actions under our Realignment Programs, we estimate that we have achieved cost savings of approximately $192 million for the nine months ended September 30, 2018, as compared with $150 million in the same period of 2017. Approximately $124 million of those savings in 2018 are in COS with the remainder in SG&A. Upon completion of the Realignment Programs, we expect run-rate cost savings of approximately $230 million, of which the vast majority is anticipated to be achieved in 2018. Actual savings could vary from expected savings, which represent management's estimate to date.

Consolidated Results

Bookings, Sales and Backlog

	Three Months Ended September 30,	
(Amounts in millions)	2018	2017
Bookings	$ 1,010.4	$ 892.9
Sales	952.7	883.4

	Nine Months Ended September 30,	
(Amounts in millions)	2018	2017
Bookings	$ 2,974.5	$ 2,820.1
Sales	2,845.8	2,626.8

We define a booking as the receipt of a customer order that contractually engages us to perform activities on behalf of our customer with regard to manufacturing, service or support. Bookings recorded and subsequently canceled within the year-to-date period are excluded from year-to-date bookings. Bookings for the three months ended September 30, 2018 increased by $117.5 million, or 13.2%, as compared with the same period in 2017. The increase included negative currency effects of approximately $9 million. The increase was driven by increases in the oil and gas, chemical and water management industries, partially offset by decreased bookings in the power generation industry. The increase was more heavily-weighted towards customer original equipment bookings. The three months ended September 30, 2017 included bookings of approximately $2 million related to the FCD business that was divested in the third quarter of 2017.

Bookings for the nine months ended September 30, 2018 increased by $154.4 million, or 5.5%, as compared with the same period in 2017, which included 2017 bookings for an order of approximately $80 million to provide pumps and related equipment for the Hengli Integrated Refining Complex Project in China which did not recur. The increase included currency benefits of approximately $57 million. The increase was primarily driven by the general, oil and gas and chemical industries, partially offset by decreased bookings in the power generation industry. The increase was more heavily-weighted towards customer aftermarket bookings. The nine months ended September 30, 2017 included bookings of approximately $41 million related to FCD's businesses that were divested in the second and third quarter of 2017.

Sales for the three months ended September 30, 2018 increased by $69.3 million, or 7.8%, as compared with the same period in 2017. The increase included negative currency effects of approximately $8 million. The increase was more heavily-weighted to original equipment sales, with increased sales into North America, Latin America and Africa, partially offset by decreased sales in the Middle East. The impact of the adoption of the New Revenue Standard increased sales by approximately $24 million for the three months ended September 30, 2018. The three months ended September 30, 2017 included sales of approximately $5 million related to the FCD's business that was divested in the third quarter of 2017. Net sales to international customers, including export sales from the U.S., were approximately 63% and 66% of total sales for the three months ended September 30, 2018 and 2017, respectively.

Sales for the nine months ended September 30, 2018 increased by $219.0 million, or 8.3%, as compared with the same period in 2017. The increase included currency benefits of approximately $58 million. The increase was more heavily-weighted to aftermarket sales, with increased sales into North America, Asia Pacific and Africa, partially offset by decreased sales in the Middle East and Europe. The impact of the adoption of the New Revenue Standard increased sales by approximately $105 million for the nine months ended September 30, 2018. The nine months ended September 30, 2017 included sales of approximately $42 million related to FCD's businesses that were divested in the second and third quarter of 2017. Net sales to international customers, including export sales from the U.S., were approximately 63% and 64% of total sales for the nine months ended September 30, 2018 and 2017, respectively.

Backlog represents the aggregate value of booked but uncompleted customer orders and is influenced primarily by bookings, sales, cancellations, and currency effects. Backlog of $1,854.5 million at September 30, 2018 decreased by $178.9 million, or 8.8%, as compared with December 31, 2017. Currency effects provided a decrease of approximately $44 million. The impact of the initial adoption of the New Revenue Standard reduced backlog by approximately $237 million at January 1, 2018. Approximately 35% of the backlog at September 30, 2018 was related to aftermarket orders. Backlog includes our unsatisfied (or partially unsatisfied) performance obligations of approximately $1,354 million and approximately $501 million of customer orders that are generally subject to the possibility of customer cancellation for convenience without penalty (“Cancellable Backlog”). We have historically experienced very low cancellation rates such that any potential subsequent reversals of Cancellable Backlog are not expected to be material. The remaining portion of our total backlog is not cancellable without a substantive penalty and therefore represents remaining performance obligations as discussed in Note 2 to our condensed consolidated financial statements included in this Quarterly Report.

Gross Profit and Gross Profit Margin

(Amounts in millions, except percentages)	Three Months Ended September 30, 2018	2017
Gross profit	$ 308.5	$ 268.0
Gross profit margin	32.4%	30.3%

(Amounts in millions, except percentages)	Nine Months Ended September 30, 2018	2017
Gross profit	$ 866.0	$ 782.5
Gross profit margin	30.4%	29.8%

Gross profit for the three months ended September 30, 2018 increased by $40.5 million, or 15.1%, as compared with the same period in 2017. Gross profit margin for the three months ended September 30, 2018 of 32.4% increased from 30.3% for the same period in 2017. The impact of the adoption of the New Revenue Standard had a favorable impact on gross profit margin for the three months ended September 30, 2018 of approximately 80 basis points. The increase in gross profit margin was primarily attributed to the favorable impact of increased sales on our absorption of fixed manufacturing costs, revenue recognized on higher margin projects and lower charges and increased savings related to our Realignment Programs. Aftermarket sales represented approximately 48% of total sales, as compared with approximately 50% of total sales for the same period in 2017.

Gross profit for the nine months ended September 30, 2018 increased by $83.5 million, or 10.7%, as compared with the same period in 2017. Gross profit margin for the nine months ended September 30, 2018 of 30.4% increased from 29.8% for the same period in 2017. The impact of the adoption of the New Revenue Standard had an unfavorable impact on gross profit margin for the nine months ended September 30, 2018 of approximately 10 basis points. The increase in gross profit margin was primarily attributed to a $16.9 million charge for costs related to a contract to supply oil and gas platform equipment to an end user in Latin America in the second quarter of 2017 that did not recur, revenue recognized on higher margin projects, favorable impact of increased sales on our absorption of fixed manufacturing costs and decreased charges and increased savings related to our Realignment Programs, partially offset by a $7.7 million charge for cost incurred related to the write-down of inventory associated with the divestiture of two IPD locations and related product lines in the second quarter of 2018. Aftermarket sales represented approximately 49% of total sales in both 2018 and 2017.

Selling, General and Administrative Expense

(Amounts in millions, except percentages)	Three Months Ended September 30, 2018	2017
SG&A	$ 241.9	$ 206.0
SG&A as a percentage of sales	25.4%	23.3%

(Amounts in millions, except percentages)	Nine Months Ended September 30, 2018	2017
SG&A	$ 711.8	$ 680.3
SG&A as a percentage of sales	25.0%	25.9%

SG&A for the three months ended September 30, 2018 increased by $35.9 million, or 17.4%, as compared with the same period in 2017. Currency effects yielded a decrease of approximately $2 million. SG&A as a percentage of sales for the three months ended September 30, 2018 increased 210 basis points as compared with the same period in 2017 primarily due to charges related to our Flowserve 2.0 Transformation program and increased broad-based annual incentive compensation expense.

SG&A for the nine months ended September 30, 2018 increased by $31.5 million, or 4.6%, as compared with the same period in 2017. Currency effects yielded an increase of approximately $11 million. SG&A as a percentage of sales for the nine months ended September 30, 2018 decreased 90 basis points as compared with the same period in 2017 primarily due to a $26.0 million impairment charge related to our manufacturing facility in Brazil in the second quarter of 2017 that did not recur, lower stock-based compensation expense and lower charges and increased savings related to our Realignment Programs, partially offset by charges related to the Flowserve 2.0 Transformation program, implementation costs associated with our adoption of the New Revenue Standard, increased broad-based annual incentive compensation expense and an impairment charge of $9.7 million related to the long-lived assets associated with the divestiture of two IPD locations and related product lines in the second quarter of 2018.

(Loss) Gain on Sale of Businesses

	Three Months Ended September 30,	
(Amounts in millions)	2018	2017
(Loss) gain on sale of businesses	$ (7.7)	$ 9.9

	Nine Months Ended September 30,	
(Amounts in millions)	2018	2017
(Loss) gain on sale of businesses	$ (7.7)	$ 141.2

The loss on sale of businesses for the three months ended September 30, 2018 increased by $17.6 million from a gain of $9.9 million in 2017 due to the loss of $7.7 million from the divestiture of two IPD locations and related product lines in the third quarter of 2018 and the $9.9 million gain on the sale of FCD's Vogt business in the third quarter of 2017 that did not recur. See Note 3 to our condensed consolidated financial statements included in this Quarterly Report for additional information on these transactions.

The loss on sale of businesses for the nine months ended September 30, 2018 increased by $148.9 million from a gain of $141.2 million in 2017 due to the loss of $7.7 million from the divestiture of two IPD locations and related product lines in the third quarter of 2018 and the $141.2 million gain on the sale of FCD's Vogt and Gestra businesses in 2017 and that did not recur. See Note 3 to our condensed consolidated financial statements included in this Quarterly Report for additional information on these transactions.

Net Earnings from Affiliates

	Three Months Ended September 30,	
(Amounts in millions)	2018	2017
Net earnings from affiliates	$ 3.3	$ 2.9

	Nine Months Ended September 30,	
(Amounts in millions)	2018	2017
Net earnings from affiliates	$ 7.9	$ 9.0

Net earnings from affiliates for the three months ended September 30, 2018 increased $0.4 million, or 13.8%, as compared with the same period in 2017. The increase was primarily a result of increased earnings of our EPD joint venture in India.

Net earnings from affiliates for the nine months ended September 30, 2018 decreased $1.1 million, or 12.2%, as compared with the same period in 2017. The decrease was primarily a result of decreased earnings of our EPD joint venture in South Korea.

Operating Income and Operating Margin

(Amounts in millions, except percentages)	Three Months Ended September 30, 2018	2017
Operating income	$ 62.2	$ 74.8
Operating income as a percentage of sales	6.5%	8.5%

(Amounts in millions, except percentages)	Nine Months Ended September 30, 2018	2017
Operating income	$ 154.3	$ 252.3
Operating income as a percentage of sales	5.4%	9.6%

Operating income for the three months ended September 30, 2018 decreased by $12.6 million, or 16.8%, as compared with the same period in 2017. The decrease included negative currency effects of approximately $4 million. The decrease was primarily a result of the $35.9 million increase in SG&A, the $9.9 million gain from the sale of the Vogt business in the third quarter of 2017 that did not recur and the loss of $7.7 million from the divestiture of two IPD locations and related product lines, partially offset by the $40.5 million increase in gross profit.

Operating income for the nine months ended September 30, 2018 decreased by $98.0 million, or 38.8%, as compared with the same period in 2017. The decrease included currency benefits of approximately $2 million. The decrease was primarily a result of the $141.2 million gain from the sale of the Gestra and Vogt businesses in 2017 that did not recur, the $31.5 million increase in SG&A and the loss of $7.7 million from the divestiture of two IPD locations and related product lines, partially offset by the $83.5 million increase in gross profit.

Interest Expense and Interest Income

(Amounts in millions)	Three Months Ended September 30, 2018	2017
Interest expense	$ (13.8)	$ (15.0)
Interest income	1.3	1.1

(Amounts in millions)	Nine Months Ended September 30, 2018	2017
Interest expense	$ (43.6)	$ (44.7)
Interest income	4.2	2.4

Interest expense for the three and nine months ended September 30, 2018 decreased $1.2 million and $1.1 million, respectively, as compared with the same period in 2017. The decreases for the three and nine month periods were primarily attributable to decreased commitments and borrowings under Revolving Credit Facility in 2018, as compared to the same periods in 2017.

Interest income for the three and nine months ended September 30, 2018 increased $0.2 million and $1.8 million, respectively, as compared with the same period in 2017. The increase in interest income for the three and nine month periods was primarily attributable to higher average cash balances compared with the same period in 2017.

Other (Expense) Income, Net

(Amounts in millions)	Three Months Ended September 30, 2018	2017
Other (expense) income, net	$ (5.3)	$ 7.5

(Amounts in millions)	Nine Months Ended September 30, 2018	2017
Other expense, net	$ (17.2)	$ (14.0)

Other expense, net for the three months ended September 30, 2018 increased $12.8 million from income of $7.5 million in 2017, due primarily to a $11.1 million increase in losses from transactions in currencies other than our sites' functional currencies and a $1.7 million increase in losses arising from transactions on foreign exchange contracts. The net change was primarily due to the foreign currency exchange rate movements in the Euro, Argentinian peso, Mexican peso and Indian rupee in relation to the U.S. dollar during the three months ended September 30, 2018, as compared with the same period in 2017.

Other expense, net for the nine months ended September 30, 2018 increased $3.2 million, as compared with the same period in 2017, due primarily to a $4.1 million increase in losses from transactions in currencies other than our sites' functional currencies and a $2.6 million increase in losses arising from transactions on foreign exchange contracts. The net change was primarily due to the foreign currency exchange rate movements in the Argentinian peso, Euro, Indian rupee and Mexican peso in relation to the U.S. dollar during the nine months ended September 30, 2018, as compared with the same period in 2017. For a discussion related to hyperinflation in Argentina, refer to Note 1 to our condensed consolidated financial statements included in this Quarterly Report.

Tax Expense and Tax Rate

	Three Months Ended September 30,	
(Amounts in millions, except percentages)	**2018**	**2017**
Provision for income taxes	$ 14.9	$ 19.6
Effective tax rate	33.6%	28.7%

	Nine Months Ended September 30,	
(Amounts in millions, except percentages)	**2018**	**2017**
Provision for income taxes	$ 37.0	$ 85.8
Effective tax rate	37.9%	43.8%

The effective tax rate of 33.6% for the three months ended September 30, 2018 increased from 28.7% for the same period in 2017. The effective tax rate varied from the U.S. federal statutory rate for the three months ended September 30, 2018 primarily due to the net impact of foreign operations, including losses in certain foreign jurisdictions for which no tax benefit was provided. For further information concerning our taxes, including our evaluation of the impact of the Act, please see Note 13 to our condensed consolidated financial statements included in this Quarterly Report.

The effective tax rate of 37.9% for the nine months ended September 30, 2018 decreased from 43.8% for the same period in 2017. The effective tax rate varied from the U.S. federal statutory rate for the nine months ended September 30, 2018 primarily due to the net impact of foreign operations, including losses in certain foreign jurisdictions for which no tax benefit was provided. For further information concerning our taxes, including our evaluation on the impact of the Act, please see Note 13 to our condensed consolidated financial statements included in this Quarterly Report.

Other Comprehensive (Loss) Income

(Amounts in millions)	Three Months Ended September 30, 2018	2017
Other comprehensive (loss) income	$ (17.0)	$ 17.2

(Amounts in millions)	Nine Months Ended September 30, 2018	2017
Other comprehensive (loss) income	$ (52.9)	$ 84.8

Other comprehensive loss for the three months ended September 30, 2018 increased $34.2 million compared to income of $17.2 million in 2017. The increased loss was primarily due to foreign currency translation adjustments resulting primarily from exchange rate movements of the Indian rupee, Euro, Chinese yuan and Mexican peso versus the U.S. dollar during the three months ended September 30, 2018, as compared with the same period in 2017.

Other comprehensive loss for the nine months ended September 30, 2018 increased $137.7 million compared to income of $84.8 million in 2017. The increased loss was primarily due to foreign currency translation adjustments resulting primarily from exchange rate movements of the Euro, Argentinian peso, Indian rupee and British pound versus the U.S. dollar during the nine months ended September 30, 2018, as compared with the same period in 2017. For a discussion related to hyperinflation in Argentina, refer to Note 1 to our condensed consolidated financial statements included in this Quarterly Report.

Business Segments

We conduct our operations through three business segments based on the type of product and how we manage the business. We evaluate segment performance and allocate resources based on each segment's operating income. The key operating results for our three business segments, EPD, IPD and FCD, are discussed below.

Engineered Product Division Segment Results

Our largest business segment is EPD, through which we design, manufacture, distribute and service custom and other highly-engineered pumps and pump systems, mechanical seals, auxiliary systems and spare parts (collectively referred to as "original equipment"). EPD includes longer lead-time, highly-engineered pump products and shorter cycle engineered pumps and mechanical seals that are generally manufactured more quickly. EPD also manufactures replacement parts and related equipment and provides a full array of replacement parts, repair and support services (collectively referred to as "aftermarket"). EPD primarily operates in the oil and gas, power generation, chemical and general industries. EPD operates in 47 countries with 28 manufacturing facilities worldwide, eight of which are located in Europe, nine in North America, six in Asia and five in Latin America, and it operates 120 QRCs, including those co-located in manufacturing facilities and/or shared with FCD.

(Amounts in millions, except percentages)	Three Months Ended September 30, 2018	2017
Bookings	$ 519.8	$ 432.5
Sales	466.2	424.2
Gross profit	151.3	136.7
Gross profit margin	32.5%	32.2%
SG&A	97.0	87.3
Segment operating income	57.4	52.1
Segment operating income as a percentage of sales	12.3%	12.3%

(Amounts in millions, except percentages)	Nine Months Ended September 30, 2018	2017
Bookings	$ 1,450.3	$ 1,357.2
Sales	1,414.6	1,276.6
Gross profit	439.4	404.4
Gross profit margin	31.1%	31.7%
SG&A	299.9	305.3
Segment operating income	147.8	107.8
Segment operating income as a percentage of sales	10.4%	8.4%

Bookings for the three months ended September 30, 2018 increased by $87.3 million, or 20.2%, as compared with the same period in 2017. The increase included negative currency effects of approximately $3 million. The increase in customer bookings was driven by the oil and gas and water management industries, partially offset by decreased bookings in the power generation and general industries. Increased customer bookings of $37.7 million into Europe, $34.3 million into the Middle East, $29.7 million into Asia Pacific and $15.4 million into North America were partially offset by decreased customer bookings of $30.4 million into Africa. The increase was more heavily-weighted towards customer aftermarket bookings. Interdivision bookings (which are eliminated and are not included in consolidated bookings as disclosed above) remained relatively flat compared to the same period in 2017.

Bookings for the nine months ended September 30, 2018 increased by $93.1 million, or 6.9%, as compared with the same period in 2017, which included 2017 bookings for an order of approximately $80 million to provide pumps and related equipment for the Hengli Integrated Refining Complex Project in China which did not recur. The increase included currency benefits of approximately $21 million. The increase in customer bookings was primarily driven by the water management, general, oil and gas and chemical industries. Increased customer bookings of $94.6 million into Europe, $41.1 million into the Middle East and $24.4 million into North America were partially offset by decreased customer bookings of $37.9 million into Asia Pacific and $33.0 million into Africa. The increase was driven by increased customer aftermarket bookings. Interdivision bookings (which are eliminated and are not included in consolidated bookings as disclosed above) decreased by $1.1 million compared to the same period in 2017.

Sales for the three months ended September 30, 2018 increased $42.0 million, or 9.9%, as compared with the same period in 2017. The increase included negative currency effects of approximately $2 million. The increase was driven by aftermarket and original equipment sales. The increase resulted from increased sales of $32.4 million into Latin America, $17.3 million into Africa, $8.4 million into North America and $5.3 million into Asia Pacific, partially offset by decreased sales of $22.5 million into the Middle East. The impact of the adoption of the New Revenue Standard increased sales by approximately $18 million for the three months ended September 30, 2018. Interdivision sales (which are eliminated and are not included in consolidated sales as disclosed above) increased by $1.2 million when compared to the same period in 2017.

Sales for the nine months ended September 30, 2018 increased $138.0 million, or 10.8%, as compared with the same period in 2017. The increase included currency benefits of approximately $27 million. The increase was more heavily-weighted towards aftermarket sales. The increase resulted from increased sales of $52.8 million into North America, $46.8 million into Asia Pacific and $40.6 million into Latin America, partially offset by decreased sales of $4.3 million into Europe. The impact of the adoption of the New Revenue Standard increased sales by approximately $60 million for the nine months ended September 30, 2018. Interdivision sales (which are eliminated and are not included in consolidated sales as disclosed above) increased by $5.8 million when compared to the same period in 2017.

Gross profit for the three months ended September 30, 2018 increased by $14.6 million, or 10.7%, as compared with the same period in 2017. Gross profit margin for the three months ended September 30, 2018 of 32.5% increased from 32.2% for the same period in 2017. The increase in gross profit margin was primarily attributable to the favorable impact of increased sales on our absorption of fixed manufacturing costs and increased savings related to our Realignment Programs. The impact of the adoption of the New Revenue Standard had a favorable impact on gross profit margin for the three months ended September 30, 2018.

Gross profit for the nine months ended September 30, 2018 increased by $35.0 million, or 8.7%, as compared with the same period in 2017. Gross profit margin for the nine months ended September 30, 2018 of 31.1% decreased from 31.7% for the same period in 2017. The decrease in gross profit margin was primarily attributable to increased charges related to our Realignment Programs and revenue recognized on lower margin projects, partially offset by the favorable impact of increased sales on our absorption of fixed manufacturing costs. The impact of the adoption of the New Revenue Standard had a favorable impact on gross profit margin for the nine months ended September 30, 2018.

SG&A for the three months ended September 30, 2018 increased by $9.7 million, or 11.1%, as compared with the same period in 2017. Currency effects provided a decrease of approximately $1 million. The increase in SG&A is primarily attributable to higher selling and administrative-related expenses as compared to the same period in 2017.

SG&A for the nine months ended September 30, 2018 decreased by $5.4 million, or 1.8%, as compared with the same period in 2017. Currency effects provided an increase of approximately $4 million. The decrease in SG&A is primarily attributable to a $26.0 million impairment charge related to our manufacturing facility in Brazil in the second quarter of 2017 that did not recur and decreased charges related to our Realignment Programs, partially offset by higher selling and administrative-related expenses as compared to the same period in 2017.

Operating income for the three months ended September 30, 2018 increased by $5.3 million, or 10.2%, as compared with the same period in 2017. The increase included negative currency effects of approximately $3 million. The increase was primarily due to the $14.6 million increase in gross profit, partially offset by the $9.7 million increase in SG&A.

Operating income for the nine months ended September 30, 2018 increased by $40 million, or 37.1%, as compared with the same period in 2017. The increase included currency benefits of approximately $4 million. The increase was primarily due to the $35.0 million increase in gross profit and the $5.4 million decrease in SG&A.

Backlog of $870.7 million at September 30, 2018 decreased by $157 million, or 15.3%, as compared with December 31, 2017. The impact of the initial adoption of the New Revenue Standard reduced backlog by approximately $181 million at January 1, 2018. Currency effects provided a decrease of approximately $19 million. Backlog at September 30, 2018 and December 31, 2017 included $13.6 million and $16.0 million, respectively, of interdivision backlog (which is eliminated and not included in consolidated backlog as disclosed above).

Industrial Product Division Segment Results

Through IPD, we design, manufacture, distribute and service engineered, pre-configured industrial pumps and pump systems, and specialty products (collectively referred to as "original equipment"). Additionally, IPD manufactures replacement parts and related equipment, and provides a full array of support services (collectively referred to as "aftermarket"). IPD primarily operates in the oil and gas, chemical, power generation and general industries. IPD operates 16 manufacturing facilities, five of which are located in the U.S, six in Europe, four in Asia and one in Latin America, and it operates 28 QRCs worldwide, including 17 sites in Europe, five in the U.S., three in Asia and two in Latin America, including those co-located in manufacturing facilities.

	Three Months Ended September 30,	
(Amounts in millions, except percentages)	2018	2017
Bookings	$ 199.8	$ 196.9
Sales	199.1	189.7
Gross profit	47.0	39.3
Gross profit margin	23.6 %	20.7 %
SG&A	42.1	43.2
Loss on sale of business	(7.7)	—
Segment operating loss	(2.5)	(3.5)
Segment operating loss as a percentage of sales	(1.3)%	(1.8)%

	Nine Months Ended September 30,	
(Amounts in millions, except percentages)	2018	2017
Bookings	$ 633.2	$ 616.6
Sales	603.0	559.9
Gross profit	130.1	98.3
Gross profit margin	21.6 %	17.6 %
SG&A	148.0	144.5
Loss on sale of business	(7.7)	—
Segment operating loss	(25.2)	(45.7)
Segment operating loss as a percentage of sales	(4.2)%	(8.2)%

Bookings for the three months ended September 30, 2018 increased by $2.9 million, or 1.5%, as compared with the same period in 2017. The increase included negative currency effects of approximately $2 million. The increase in customer bookings was primarily driven by the chemical and general industries, partially offset by decreases in the water management and power generation industries. Increased customer bookings of $3.3 million into Asia Pacific, $2.2 million into Latin America and $2.0 million into North America were partially offset by decreased customer bookings of $5.4 million into Africa. The increase was driven by increased customer aftermarket bookings. Interdivision bookings (which are eliminated and are not included in consolidated bookings as disclosed above) increased by $2.5 million compared to the same period in 2017.

Bookings for the nine months ended September 30, 2018 increased by $16.6 million, or 2.7%, as compared with the same period in 2017. The increase included currency benefits of approximately $17 million. The increase in customer bookings was primarily driven by the power generation, chemical, and general industries, partially offset by a decrease in the water management industry. Increased customer bookings of $18.5 million into Latin America and $13.2 million into Europe were partially offset by decreased customer bookings of $14.9 million into North America. The increase was driven by increased customer aftermarket bookings. Interdivision bookings (which are eliminated and are not included in consolidated bookings as disclosed above) increased by $5 million compared to the same period in 2017.

Sales for the three months ended September 30, 2018 increased $9.4 million, or 5.0%, as compared with the same period in 2017. The increase included negative currency effects of approximately $2 million and was more heavily-weighted towards original equipment sales. The increase primarily resulted from increased sales of $8.8 million into North America. The impact of the adoption of the New Revenue Standard increased sales by approximately $18 million for the three months ended September 30, 2018. Interdivision sales (which are eliminated and are not included in consolidated sales as disclosed above) remained relatively flat when compared to the same period in 2017.

Sales for the nine months ended September 30, 2018 increased $43.1 million, or 7.7%, as compared with the same period in 2017. The increase included currency benefits of approximately $16 million and was more heavily-weighted towards aftermarket sales. The increase primarily resulted from increased sales of $19.0 million into Europe, $18.7 million into North America and $3.7 million into Africa. The impact of the adoption of the New Revenue Standard increased sales by approximately $32 million for the nine months ended September 30, 2018. Interdivision sales (which are eliminated and are not included in consolidated sales as disclosed above) increased by $2.3 million when compared to the same period in 2017.

Gross profit for the three months ended September 30, 2018 increased by $7.7 million, or 19.6%, as compared with the same period in 2017. Gross profit margin for the three months ended September 30, 2018 of 23.6% increased from 20.7% for the same period in 2017. The increase in gross profit margin was primarily attributable to lower charges and increased savings related to our Realignment Programs, revenue recognized on higher margin projects and favorable impact of increased sales on our absorption of fixed manufacturing costs. The impact of the adoption of the New Revenue Standard had a favorable impact on gross profit margin for the three months ended September 30, 2018.

Gross profit for the nine months ended September 30, 2018 increased by $31.8 million, or 32.3%, as compared with the same period in 2017. Gross profit margin for the nine months ended September 30, 2018 of 21.6% increased from 17.6% for the same period in 2017. The increase in gross profit margin was primarily attributable to a $16.9 million charge for costs related to a contract to supply oil and gas platform equipment to an end user in Latin America in the second quarter of 2017 that did not recur, lower charges and increased savings related to our Realignment Programs and revenue recognized on higher margin projects, partially offset by a $7.7 million charge for cost incurred related to the write-down of inventory associated with the divestiture of two IPD locations and related product lines.

SG&A for the three months ended September 30, 2018 decreased by $1.1 million, or 2.5%, as compared with the same period in 2017. Currency effects provided a decrease of less than $1 million. The decrease in SG&A is primarily due to increased savings associated with our Realignment Programs compared to the same period in 2017.

SG&A for the nine months ended September 30, 2018 increased by $3.5 million, or 2.4%, as compared with the same period in 2017. Currency effects provided an increase of approximately $4 million. The increase in SG&A is primarily due to an impairment charge on long-lived assets related to the divestiture of two IPD locations and related product lines of $9.7 million, partially offset by lower charges related our Realignment Programs compared to the same period in 2017.

Operating loss for the three months ended September 30, 2018 decreased by $1.0 million, or 28.6%, as compared with the same period in 2017. The decrease included currency benefits of less than $1 million. The decrease was primarily due to the $7.7 million increase in gross profit and a $1.1 million decrease in SG&A, partially offset by a $7.7 million loss from the divestiture of two IPD locations and related product lines.

Operating loss for the nine months ended September 30, 2018 decreased by $20.5 million, or 44.9%, as compared with the same period in 2017. The decrease included negative currency effects of approximately $1 million. The decrease was primarily due to the $31.8 million increase in gross profit, partially offset by a $7.7 million loss from the divestiture of two IPD locations and related product lines and a $3.5 million increase in SG&A.

Backlog of $390.2 million at September 30, 2018 decreased by $34.1 million, or 8.0%, as compared with December 31, 2017. The impact of the initial adoption of the New Revenue Standard reduced backlog by approximately $34 million at January 1, 2018. Currency effects provided a decrease of approximately $12 million. Backlog at September 30, 2018 and December 31, 2017 included $17.9 million and $17.3 million, respectively, of interdivision backlog (which is eliminated and not included in consolidated backlog as disclosed above).

Flow Control Division Segment Results

Our second largest business segment is FCD, which designs, manufactures and distributes a broad portfolio of engineered-to-order and configured-to-order isolation valves, control valves, valve automation products, boiler controls and related services. FCD leverages its experience and application know-how by offering a complete menu of engineered services to complement its expansive product portfolio. FCD has a total of 47 manufacturing facilities and QRCs in 21 countries around the world, with five of its 21 manufacturing operations located in the U.S., ten located in Europe, five located in Asia Pacific and one located in Latin America. Based on independent industry sources, we believe that FCD is the third largest industrial valve supplier on a global basis.

	Three Months Ended September 30,	
(Amounts in millions, except percentages)	**2018**	**2017**
Bookings	$ 314.2	$ 285.9
Sales	306.2	287.7
Gross profit	109.4	91.9
Gross profit margin	35.7%	31.9%
SG&A	52.9	52.9
Gain on sale of business	—	9.9
Segment operating income	56.4	48.8
Segment operating income as a percentage of sales	18.4%	17.0%

	Nine Months Ended September 30,	
(Amounts in millions, except percentages)	**2018**	**2017**
Bookings	$ 957.9	$ 911.2
Sales	889.9	843.5
Gross profit	298.6	278.0
Gross profit margin	33.6%	33.0%
SG&A	161.1	163.8
Gain on sale of businesses	—	141.2
Segment operating income	136.7	255.1
Segment operating income as a percentage of sales	15.4%	30.2%

Bookings for the three months ended September 30, 2018 increased by $28.3 million, or 9.9%, as compared with the same period in 2017. Bookings included negative currency effects of approximately $4 million. Increased customer bookings in the oil and gas and general industries were partially offset by decreases in the power generation industry. Increased customer bookings of $11.9 million into Asia Pacific, $11.7 million into Europe and $4.4 million into North America were partially offset by decreased bookings of $5.3 million into the Middle East. The increase was primarily driven by increased customer original equipment bookings. The three months ended September 30, 2017 included bookings of approximately $2 million related to the FCD business that was divested in the third quarter of 2017.

Bookings for the nine months ended September 30, 2018 increased by $46.7 million, or 5.1%, as compared with the same period in 2017. Bookings included currency benefits of approximately $18 million. Increased customer bookings in the general and oil and gas industries were partially offset by decreases in the power generation industry. Increased customer bookings of $68.8 million into North America were partially offset by decreased customer bookings of $18.9 million into the Middle East and $9.1 million into Europe. The increase was more heavily-weighted towards customer original equipment bookings. The nine months ended September 30, 2017 included bookings of approximately $41 million related to FCD's businesses that were divested in the second and third quarter of 2017.

Sales for the three months ended September 30, 2018 increased $18.5 million, or 6.4%, as compared with the same period in 2017. The increase included negative currency effects of approximately $4 million and was driven by increased original equipment sales. The increase was primarily driven by increased customer sales of $26.2 million into North America and $6.8 million into Asia Pacific, partially offset by decreased sales of $13.1 million into the Middle East and $3.2 million into Europe. The adoption of the New Revenue Standard decreased sales by approximately $12 million for the three months ended September 30, 2018. The three months ended September 30, 2017 included sales of approximately $5 million related to the FCD business that was divested in the third quarter of 2017.

Sales for the nine months ended September 30, 2018 increased $46.4 million, or 5.5%, as compared with the same period in 2017. The increase included currency benefits of approximately $15 million and was was more heavily-weighted towards original equipment sales. The increase was primarily driven by increased customer sales of $53.5 million into North America and $38.0 million into Asia Pacific, partially offset by decreased customer sales of $33.9 million into Europe and $10.4 million into the Middle East. The adoption of the New Revenue Standard increased sales by approximately $13 million for the nine months ended September 30, 2018. The nine months ended September 30, 2017 included sales of approximately $42 million related to FCD's businesses that were divested in the second and third quarter of 2017.

Gross profit for the three months ended September 30, 2018 increased by $17.5 million, or 19.0%, as compared with the same period in 2017. Gross profit margin for the three months ended September 30, 2018 of 35.7% increased from 31.9% for the same period in 2017. The increase in gross profit margin was primarily attributable to the favorable impact of increased sales on our absorption of fixed manufacturing costs and decreased charges and increased savings related to our Realignment Programs compared to the same period in 2017. The impact of the adoption of the New Revenue Standard had an favorable impact on gross profit margin for the three months ended September 30, 2018.

Gross profit for the nine months ended September 30, 2018 increased by $20.6 million, or 7.4%, as compared with the same period in 2017. Gross profit margin for the nine months ended September 30, 2018 of 33.6% increased from 33.0% for the same period in 2017. The increase in gross profit margin was primarily attributable to the positive impact of increased sales on our absorption of fixed manufacturing costs and decreased charges and increased savings achieved related to our Realignment Programs compared to the same period in 2017. The impact of the adoption of the New Revenue Standard had an unfavorable impact on gross profit margin for the nine months ended September 30, 2018.

SG&A for the three months ended September 30, 2018 remained constant, as compared with the same period in 2017. Currency effects provided a decrease of approximately $1 million.

SG&A for the nine months ended September 30, 2018 decreased by $2.7 million, or 1.6%, as compared with the same period in 2017. Currency effects provided an increase of approximately $3 million. The decrease in SG&A is primarily due to lower charges and increased savings related to our Realignment Programs compared to the same period in 2017.

Operating income for the three months ended September 30, 2018 increased by $7.6 million, or 15.6%, as compared with the same period in 2017. The increase included negative currency effects of approximately $1 million. The increase was due to the $17.5 million increase in gross profit, partially offset by the $9.9 million pre-tax gain from the sale of the Vogt business in the third quarter of 2017.

Operating income for the nine months ended September 30, 2018 decreased by $118.4 million, or 46.3%, as compared with the same period in 2017. The decrease included currency benefits of less than $1 million. The decrease was due to the $141.2 million pre-tax gain from the sales of the Gestra and Vogt businesses in 2017, which was partially offset by the $20.6 million increase in gross profit and the decrease in SG&A of $2.7 million.

Backlog of $626.5 million at September 30, 2018 increased by $9.1 million, or 1.5%, as compared with December 31, 2017. The impact of the initial adoption of the New Revenue Standard reduced backlog by approximately $35 million at January 1, 2018. Currency effects provided a decrease of approximately $13 million.

LIQUIDITY AND CAPITAL RESOURCES

Cash Flow and Liquidity Analysis

	Nine Months Ended September 30,	
(Amounts in millions)	2018	2017
Net cash flows provided by operating activities	$ 26.3	$ 72.4
Net cash flows (used) provided by investing activities	(49.6)	171.1
Net cash flows used by financing activities	(133.2)	(136.2)

Existing cash, cash generated by operations and borrowings available under our existing Revolving Credit Facility are our primary sources of short-term liquidity. We monitor the depository institutions that hold our cash and cash equivalents on a regular basis, and we believe that we have placed our deposits with creditworthy financial institutions. Our sources of operating cash generally include the sale of our products and services and the conversion of our working capital, particularly accounts receivable and inventories. Our cash balance at September 30, 2018 was $529.9 million, as compared with $703.4 million at December 31, 2017.

Our cash balance decreased by $173.5 million to $529.9 million at September 30, 2018, as compared with December 31, 2017. The cash used during the first nine months of 2018 included $74.5 million in dividend payments and $45.0 million of payments on long-term debt.

For the nine months ended September 30, 2018, our cash provided by operating activities was $26.3 million, as compared to $72.4 million for the same period in 2017. Cash flow used by working capital increased for the nine months ended September 30, 2018, due primarily to increased uses of cash related to contract assets, inventories, accounts payable and prepaid expenses and other assets, net.

Increases in accounts receivable used $9.5 million of cash flow for the nine months ended September 30, 2018, as compared with cash provided of $63.8 million for the same period in 2017. As of September 30, 2018, our days' sales outstanding ("DSO") was 74 days as compared with 87 days as of September 30, 2017. The adoption of the New Revenue Standard as of January 1, 2018 had an estimated favorable impact of 7 days on DSO as of September 30, 2018.

Increases in contract assets used $54.8 million of cash flow for the nine months ended September 30, 2018, due primarily to revenue recognized in advance of customer invoices.

Increases in inventory used $46.7 million and $20.4 million of cash flow for the nine months ended September 30, 2018 and September 30, 2017, respectively. Inventory turns were 3.9 times at September 30, 2018, compared with 2.6 times for the same period in 2017. The adoption of the New Revenue Standard as of January 1, 2018 had an estimated favorable impact of approximately 1.3 times on our inventory turn calculation as of September 30, 2018.

Decreases in accounts payable used $30.0 million of cash flow for the nine months ended September 30, 2018 as compared with $68.0 million for the same period in 2017. Decreases in accrued liabilities and income taxes payable used $13.7 million of cash flow for the nine months ended September 30, 2018, as compared with $6.7 million for the same period in 2017.

Cash flows used by investing activities during the nine months ended September 30, 2018 were $49.6 million, as compared with cash provided of $171.1 million for the same period in 2017. The decrease was primarily due to $208.8 million in net proceeds from the sale of our Gestra and Vogt businesses in the second and third quarter of 2017 that did not recur. Capital expenditures during the nine months ended September 30, 2018 were $50.0 million, an increase of $9.4 million as compared with the same period in 2017. Our capital expenditures are generally focused on strategic initiatives to pursue new markets, geographic expansion, information technology infrastructure, ongoing scheduled replacements and upgrades, and cost reduction opportunities. In 2018, total capital expenditures are expected to be between $70 million and $80 million.

Cash flows used by financing activities during the nine months ended September 30, 2018 were $133.2 million, as compared with $136.2 million for the same period in 2017. Cash outflows during the nine months ended September 30, 2018 resulted primarily from $74.5 million of dividend payments and $45.0 million of payments on long-term debt.

Our Senior Credit Facility matures in October 2020. Approximately 13% of our outstanding Term Loan Facility is due to mature in the remainder of 2018 and approximately 50% in 2019. As of September 30, 2018, we had an available capacity of $416.5 million on our $800.0 million Revolving Credit Facility. Our borrowing capacity is subject to financial covenant limitations based on the terms of our Senior Credit Facility and is also reduced by outstanding letters of credit. Our Revolving Credit Facility is committed and held by a diversified group of financial institutions.

During the nine months ended September 30, 2018 and 2017, we contributed $20 million to our U.S. pension plan. At December 31, 2017, our U.S. pension plan was fully funded as defined by applicable law. After consideration of our funded status, we do not anticipate making any additional contributions to our U.S. pension plan in 2018, excluding direct benefits paid. We continue to maintain an asset allocation consistent with our strategy to maximize total return while reducing portfolio risks through asset class diversification.

Considering our current debt structure and cash needs, we currently believe cash flows generated from operating activities combined with availability under our Revolving Credit Facility and our existing cash balance will be sufficient to meet our cash needs for the next 12 months. Cash flows from operations could be adversely affected by economic, political and other risks associated with sales of our products, operational factors, competition, fluctuations in foreign exchange rates and fluctuations in interest rates, among other factors. See "Cautionary Note Regarding Forward-Looking Statements" below.

On November 13, 2014, our Board of Directors approved a $500.0 million share repurchase authorization, of which as of September 30, 2018, we have $160.7 million of remaining capacity. While we intend to continue to return cash through dividends and/or share repurchases for the foreseeable future, any future returns of cash through dividends and/or share repurchases will be reviewed individually, declared by our Board of Directors and implemented by management at its discretion, depending on our financial condition, business opportunities and market conditions at such time.

Financing

Credit Facilities

See Note 10 to our consolidated financial statements included in our 2017 Annual Report and Note 6 to our condensed consolidated financial statements included in this Quarterly Report for a discussion of our Senior Credit Facility and covenants related to our Senior Credit Facility. We complied with all covenants through September 30, 2018.

We had outstanding letters of credit of $74.8 million and $94.8 million at September 30, 2018 and December 31, 2017, respectively, which together with financial covenant limitations based on the terms of our Senior Credit Facility, contributed to the reduction of our borrowing capacity to $416.5 million and $644.8 million, respectively. Our compliance with applicable financial covenants under the Senior Credit Facility is tested quarterly, and we complied with all applicable covenants as of September 30, 2018.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Management's discussion and analysis of financial condition and results of operations are based on our condensed consolidated financial statements and related footnotes contained within this Quarterly Report. The preparation of financial statements in accordance with U.S. GAAP requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the period.

During the nine months ended September 30, 2018, our critical accounting policies and methodology used in determining estimates for revenue and related expenses changed. On January 1, 2018, we adopted the New Revenue Standard using the modified retrospective method for transition and modified our accounting policies and practices to support our accounting estimates of revenue and expenses in accordance with U.S. GAAP. For a discussion related to our adoption of the New Revenue Standard and the impacts on revenue and expenses, refer to Notes 1 and 2 to our condensed consolidated financial statements included in this Quarterly Report.

Critical policies for other significant estimates, for which no significant changes have occurred in the nine months ended September 30, 2018, include:

- Deferred Taxes, Tax Valuation Allowances and Tax Reserves;
- Reserves for Contingent Loss;
- Retirement and Postretirement Benefits; and
- Valuation of Goodwill, Indefinite-Lived Intangible Assets and Other Long-Lived Assets.

For the other significant estimates referenced above, our critical accounting policies used in the preparation of our condensed consolidated financial statements were discussed in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2017 Annual Report.

Based on an assessment of our accounting policies and the underlying judgments and uncertainties affecting the application of those policies, we believe that our condensed consolidated financial statements provide a meaningful and fair perspective of our consolidated financial condition and results of operations. This is not to suggest that other general risk factors, such as changes in worldwide demand, changes in material costs, performance of acquired businesses and others, could not adversely impact our consolidated financial condition, results of operations and cash flows in future periods. See "Cautionary Note Regarding Forward-Looking Statements" below.

ACCOUNTING DEVELOPMENTS

We have presented the information about pronouncements not yet implemented in Note 1 to our condensed consolidated financial statements included in this Quarterly Report.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, as amended. Words or phrases such as, "may," "should," "expects," "could," "intends," "plans," "anticipates," "estimates," "believes," "predicts" or other similar expressions are intended to identify forward-looking statements, which include, without limitation, statements concerning our future financial performance, future debt and financing levels, investment objectives, implications of litigation and regulatory investigations and other management plans for future operations and performance.

The forward-looking statements included in this Quarterly Report are based on our current expectations, projections, estimates and assumptions. These statements are only predictions, not guarantees. Such forward-looking statements are subject to numerous risks and uncertainties that are difficult to predict. These risks and uncertainties may cause actual results to differ materially from what is forecast in such forward-looking statements, and include, without limitation, the following:

- a portion of our bookings may not lead to completed sales, and our ability to convert bookings into revenues at acceptable profit margins;
- changes in the global financial markets and the availability of capital and the potential for unexpected cancellations or delays of customer orders in our reported backlog;
- our dependence on our customers' ability to make required capital investment and maintenance expenditures;
- risks associated with cost overruns on fixed fee projects and in accepting customer orders for large complex custom engineered products;
- the substantial dependence of our sales on the success of the oil and gas, chemical, power generation and water management industries;
- the adverse impact of volatile raw materials prices on our products and operating margins;
- economic, political and other risks associated with our international operations, including military actions or trade embargoes that could affect customer markets, particularly North African, Russian and Middle Eastern markets and global oil and gas producers, and non-compliance with U.S. export/reexport control, foreign corrupt practice laws, economic sanctions and import laws and regulations;
- increased aging and slower collection of receivables, particularly in Latin America and other emerging markets;
- our exposure to fluctuations in foreign currency exchange rates, particularly the Euro and British pound and in hyperinflationary countries such as Venezuela and Argentina;
- our furnishing of products and services to nuclear power plant facilities and other critical applications;
- potential adverse consequences resulting from litigation to which we are a party, such as litigation involving asbestos-containing material claims;
- a foreign government investigation regarding our participation in the United Nations Oil-For-Food Program;
- expectations regarding acquisitions and the integration of acquired businesses;
- our relative geographical profitability and its impact on our utilization of deferred tax assets, including foreign tax credits;
- the potential adverse impact of an impairment in the carrying value of goodwill or other intangible assets;
- our dependence upon third-party suppliers whose failure to perform timely could adversely affect our business operations;
- the highly competitive nature of the markets in which we operate;
- environmental compliance costs and liabilities;
- potential work stoppages and other labor matters;
- access to public and private sources of debt financing;
- our inability to protect our intellectual property in the U.S., as well as in foreign countries;
- obligations under our defined benefit pension plans;
- risks and potential liabilities associated with cyber security threats;
- our internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud;
- the recording of increased deferred tax asset valuation allowances in the future or the impact of tax law changes on such deferred tax assets could affect our operating results;

- if we are not able to successfully execute and realize the expected financial benefits from our strategic realignment and other cost-saving initiatives, our business could be adversely affected; and

- ineffective internal controls could impact the accuracy and timely reporting of our business and financial results.

These and other risks and uncertainties are more fully discussed in the risk factors identified in "Item 1A. Risk Factors" in Part I of our 2017 Annual Report and Part II of this Quarterly Report, and may be identified in our Quarterly Reports on Form 10-Q and our other filings with the SEC and/or press releases from time to time. All forward-looking statements included in this document are based on information available to us on the date hereof, and we assume no obligation to update any forward-looking statement.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

We have market risk exposure arising from changes in interest rates and foreign currency exchange rate movements in foreign exchange contracts. We are exposed to credit-related losses in the event of non-performance by counterparties to financial instruments, but we currently expect our counterparties will continue to meet their obligations given their current creditworthiness.

Interest Rate Risk

Our earnings are impacted by changes in short-term interest rates as a result of borrowings under our Senior Credit Facility, which bear interest based on floating rates. At September 30, 2018, we had $120.0 million of variable rate debt obligations outstanding under our Senior Credit Facility with a weighted average interest rate of 3.89%. A hypothetical change of 100 basis points in the interest rate for these borrowings, assuming constant variable rate debt levels, would have changed interest expense by approximately $1 million for the nine months ended September 30, 2018.

Foreign Currency Exchange Rate Risk

A substantial portion of our operations are conducted by our subsidiaries outside of the U.S. in currencies other than the U.S. dollar. Almost all of our non-U.S. subsidiaries conduct their business primarily in their local currencies, which are also their functional currencies. Foreign currency exposures arise from translation of foreign-denominated assets and liabilities into U.S. dollars and from transactions, including firm commitments and anticipated transactions, denominated in a currency other than our or a non-U.S. subsidiary's functional currency. In March 2015, we designated €255.7 million of our €500.0 million 2022 Euro Senior Notes as a net investment hedge of our investments in certain of our international subsidiaries that use the Euro as their functional currency. Generally, we view our investments in foreign subsidiaries from a long-term perspective and use capital structuring techniques to manage our investment in foreign subsidiaries as deemed necessary. We realized net (losses) gains associated with foreign currency translation of $(19.7) million and $17.7 million for the three months September 30, 2018 and 2017, respectively, and $(61.2) million and $85.8 million for the nine months ended September 30, 2018 and 2017, respectively, which are included in other comprehensive loss.

We employ a foreign currency risk management strategy to minimize potential changes in cash flows from unfavorable foreign currency exchange rate movements. Where available, the use of foreign exchange contracts allows us to mitigate transactional exposure to exchange rate fluctuations as the gains or losses incurred on the foreign exchange contracts will offset, in whole or in part, losses or gains on the underlying foreign currency exposure. As of September 30, 2018, we had a U.S. dollar equivalent of $266.6 million in aggregate notional amount outstanding in foreign exchange contracts with third parties, as compared with $235.6 million at December 31, 2017. Transactional currency gains and losses arising from transactions outside of our sites' functional currencies and changes in fair value of non-designated foreign exchange contracts are included in our consolidated results of operations. We recognized foreign currency net (losses) gains of $(4.3) million and $8.4 million for the three months ended September 30, 2018 and 2017, respectively, and $(16.4) million and $(9.7) million for the nine months ended September 30, 2018 and 2017, respectively, which are included in other expense, net in the accompanying condensed consolidated statements of income.

Based on a sensitivity analysis at September 30, 2018, a 10% change in the foreign currency exchange rates for the nine months ended September 30, 2018 would not have materially impacted our net earnings. This calculation assumes that all currencies change in the same direction and proportion relative to the U.S. dollar and that there are no indirect effects, such as changes in non-U.S. dollar sales volumes or prices. This calculation does not take into account the impact of the foreign currency exchange contracts discussed above.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are controls and other procedures that are designed to ensure that the information that we are required to disclose in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

In connection with the preparation of this Quarterly Report, our management, under the supervision and with the participation of our Principal Executive Officer and Principal Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2018. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of September 30, 2018.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) during the quarter ended September 30, 2018 that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

We are party to the legal proceedings that are described in Note 10 to our condensed consolidated financial statements included in "Item 1. Financial Statements" of this Quarterly Report, and such disclosure is incorporated by reference into this "Item 1. Legal Proceedings." In addition to the foregoing, we and our subsidiaries are named defendants in certain other ordinary routine lawsuits incidental to our business and are involved from time to time as parties to governmental proceedings, all arising in the ordinary course of business. Although the outcome of lawsuits or other proceedings involving us and our subsidiaries cannot be predicted with certainty, and the amount of any liability that could arise with respect to such lawsuits or other proceedings cannot be predicted accurately, management does not currently expect the amount of any liability that could arise with respect to these matters, either individually or in the aggregate, to have a material adverse effect on our financial position, results of operations or cash flows.

Item 1A. Risk Factors.

There are numerous factors that affect our business and results of operations, many of which are beyond our control. In addition to other information set forth in this Quarterly Report, careful consideration should be given to "Item 1A. Risk Factors" in Part I and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II of our 2017 Annual Report, which contain descriptions of significant factors that might cause the actual results of operations in future periods to differ materially from those currently expected or desired.

There have been no material changes in risk factors discussed in our 2017 Annual Report and subsequent SEC filings. The risks described in this Quarterly Report, our 2017 Annual Report and in our other SEC filings or press releases from time to time are not the only risks we face. Additional risks and uncertainties are currently deemed immaterial based on management's assessment of currently available information, which remains subject to change; however, new risks that are currently unknown to us may surface in the future that materially adversely affect our business, financial condition, results of operations or cash flows.

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

Note 12 to our condensed consolidated financial statements included in this Quarterly Report includes a discussion of our share repurchase program and payment of quarterly dividends on our common stock.

During the quarter ended September 30, 2018, we had no repurchases of common shares. As of September 30, 2018, we have $160.7 million of remaining capacity under our current share repurchase program. The following table sets forth the activity for each of the three months during the quarter ended September 30, 2018:

Period	Total Number of Shares Tendered		Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Number of Shares (or Approximate Dollar Value) That May Yet Be Purchased Under the Program (in millions)
July 1 - 31	482	(1)	$ 40.59	—	$ 160.7
August 1 - 31	1,968	(2)	50.14	—	160.7
September 1 - 30	273	(1)	55.44	—	160.7
Total	2,723		$ 48.98	—	

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(1) Shares tendered by employees to satisfy minimum tax withholding amounts for Restricted Shares.

(2) Represents 135 shares that were tendered by employees to satisfy minimum tax withholding amounts for Restricted Shares at an average price per share of $49.53, and 1,833 shares purchased at a price of $50.18 per share by a rabbi trust that we established in connection with our director deferral plans, pursuant to which non-employee directors may elect to defer directors' quarterly cash compensation to be paid at a later date in the form of common stock.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

On November 2, 2018, the Company's Organization and Compensation Committee approved an amended and restated Change-In-Control Severance Plan (the "CIC Plan") which provides certain specified severance benefits to the Company's Named Executive Officers in the event of the loss of their positions following a transaction that involves a change in the ownership or control of the Company. The amendment to the CIC Plan was made to revise eligibility and participation requirements (not affecting the Company's executive officers), reduce the number of eligible key employees and provide for certain other administrative changes.

Item 6. Exhibits

Exhibit No.	Description
3.1	Restated Certificate of Incorporation of Flowserve Corporation (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
3.2	Flowserve Corporation By-Laws, as amended and restated effective October 2, 2018 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated October 4, 2018).
10.1+*	Flowserve Corporation Change In Control Severance Plan, effective November 2, 2018.
31.1+	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2+	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1++	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2++	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

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\+ Filed herewith.

++ Furnished herewith.

* Management contracts and compensatory plans and arrangements required to be filed as an exhibit to this Quarterly Report or 10-Q.

SIGNATURES

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

FLOWSERVE CORPORATION

Date: November 7, 2018

/s/ R. Scott Rowe

R. Scott Rowe
President and Chief Executive Officer
(Principal Executive Officer)

Date: November 7, 2018

/s/ Lee S. Eckert

Lee S. Eckert
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 10.1

FLOWSERVE CORPORATION
CHANGE IN CONTROL SEVERANCE PLAN
AMENDED AND RESTATED EFFECTIVE NOVEMBER 2, 2018

ARTICLE 1. ESTABLISHMENT AND PURPOSE

1.01 Flowserve Corporation, a New York corporation (the "***Company***" or "***Corporation***"), previously established the "Flowserve Corporation Change in Control Severance Plan" (this "***Plan***") as set forth in this document.

1.02 The Company may from time-to-time become involved in possible Change in Control situations. Should this occur, in addition to their regular duties, Employees may be called upon to assist in the assessment of any third-party or internal proposals, advise management and the Board as to whether such proposals would be in the best interests of the Company and its shareholders, participate in successfully completing such transactions and take such other actions as the Board might determine appropriate.

1.03 This Plan has been established for the purpose of assuring that the Company will have the continued dedication of the Participants, and the availability of Participants' advice and counsel as to the best interests of the Company and its shareholders, notwithstanding the possibility, threat, or occurrence of a Change in Control, and to induce Participants to remain in the employ of the Company through the provision of certain protections in the event of a qualifying Change in Control. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing severance benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

1.04 As approved by the Committee, this Plan is hereby amended and restated effective as of November 2, 2018 (the "***Effective Date***"), and shall remain in effect until terminated by the Committee. This Plan is the successor to each of the Flowserve Corporation Executive Officer Change in Control Severance Plan, the Flowserve Corporation Officer Change in Control Severance Plan and the Flowserve Corporation Key Management Change in Control Severance Plan, which were all terminated effective February 14, 2017.

1.05 Notwithstanding anything to the contrary herein, nothing in this Plan shall adversely affect the rights an individual Employee may have to severance payments under any written agreement executed by and between the Company and that Employee or under any other severance plan sponsored by the Company (an "***Alternate Severance Arrangement***"); provided, however, that in the event any Employee that is a party to or eligible to receive benefits under an Alternate Severance Arrangement suffers a Separation from Service and is entitled to and is receiving the severance benefits intended to be provided under such Alternate Severance Arrangement, such Employee shall not be entitled to receive severance benefits pursuant to this Plan. In addition, once an Employee begins receiving benefits pursuant to this Plan, he or she shall no longer be eligible to receive any benefits under any Alternate Severance Arrangement.

ARTICLE 2. DEFINITIONS

2.01 "**Benefits Period**" means the number of months equal to the product of twelve (12) multiplied by the Severance Multiple for the applicable Participant.

2.02 "**Board**" or "**Board of Directors**" means the Board of Directors of the Company.

2.03 "**Cause**" means: (A) the willful and continued failure by a Participant to substantially perform his or her duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Participant by the Board which specifically identifies the manner in which the Board believes that he or she has not substantially performed his or her duties, or (B) the willful engaging by the Participant in conduct materially and demonstrably injurious to the Company, monetarily or otherwise; provided, however, that if the Participant has entered into an employment agreement that is binding as of the date of the event or action otherwise determined to be "Cause," and if such employment agreement defines "Cause," such definition of "Cause" shall apply. No act, or failure to act, shall be considered "willful" if, in the Participant's sole judgment, the action or omission was done, or omitted to be done, in good faith and with a reasonable belief that his or her action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Participant shall not be deemed to have terminated for Cause unless and until there shall have been delivered to him or her a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire authorized membership of the Board (excluding the Participant, if applicable), at a meeting of the Board, called and held for the purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Participant was guilty of conduct set forth above in clause (A) or (B) of this Article 2.03, and specifying the particulars thereof in detail.

2.04 "**Change in Control**" means the occurrence of any of the following:

(A) On the date any "Person" (as defined below) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) ownership of stock of the Company possessing thirty percent (30%) or more of the total voting power of the stock of the Company (the "Voting Stock"), other than any acquisition (1) directly from the Company; (2) by the Company or any Subsidiary; (3) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (4) by any Person pursuant to a reorganization, merger or consolidation that does not constitute a Change in Control as described in subparagraph (C) below; or (5) by any Person who is considered to own stock of the Company constituting thirty percent (30%) or more of the Voting Stock immediately prior to such additional acquisition. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired ownership of stock of the Company possessing thirty percent (30%) or more of the Voting Stock as a result of the acquisition of the Voting Stock by the Company, which, by reducing the aggregate number of outstanding shares of Voting Stock, increases the proportional number of shares owned by the Subject Person; provided, however, that if following such acquisition of shares of Voting Stock by the Company, the Subject Person acquires additional Voting Stock which increases the percentage ownership of the Subject Person to an amount that would constitute thirty percent (30%) of the then outstanding Voting Stock (excluding any shares of Voting Stock previously acquired by the Company), then a Change in Control shall then be deemed to have occurred;

(B) On the date a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of the appointment or election; provided, however, that any such director shall not be considered to be endorsed by the Board if his or her initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation;

(C) On the date of consummation of a reorganization, merger, consolidation or similar form of corporate transaction, in each case, involving the Company or, if Company shares are issued in such transaction, any of its Subsidiaries unless, following such reorganization, merger, consolidation or similar form of corporate transaction (1) more than fifty percent (50%) of the then outstanding Voting Stock or voting common equity securities of the ultimate parent of the corporation or other entity resulting from such reorganization, merger or consolidation (the "Combined Company") is owned, directly or indirectly, by all or substantially all of the individuals and entities who were the owners of the Voting Stock immediately prior to such reorganization, merger or consolidation, in substantially the same proportions as their ownership immediately prior to such reorganization, merger or consolidation and (2) elected members of the Board as of the date of such reorganization, merger or consolidation constitute at least fifty percent (50%) of the board of directors of the Combined Company; or

(D) On the date any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market

value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions, unless such assets have been acquired by a Person with respect to which, following such acquisition, (1) more than fifty percent (50%) of, respectively, the then outstanding shares of stock of such Person and the combined voting power of the then outstanding voting stock of such Person (or any parent thereof) entitled to vote generally in the election of directors is then owned, directly or indirectly, by all or substantially all of the individuals and entities who were the owners, respectively, of outstanding stock of the Company and the Voting Stock immediate prior to such acquisition, in substantially the same proportions as their ownership immediately prior to such acquisition; (2) no Person (excluding (i) the Company, (ii) any employee benefit plan (or related trust) of the Company or (iii) a Subsidiary or any Person owning immediately prior to such acquisition, directly or indirectly, twenty percent (20%) or more of all of the outstanding shares of stock of the Company or the Voting Stock) owns, directly or indirectly, twenty percent (20%) or more of all of the then outstanding stock of such Person or the combined voting power of the then outstanding voting stock of such Person (or any parent thereof) entitled to vote generally in the election of directors; and (3) at least fifty percent (50%) of the members of the board of directors of such Person (or any parent thereof) were members of the Company's Board at the time of the execution of the initial agreement or action of the Board providing for such acquisition of the Company's assets. For purposes of this subparagraph (D), gross fair market value means the value of the assets of the Company or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. Notwithstanding the foregoing, no Change in Control shall be deemed to occur when there is such a sale or transfer to (1) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's then outstanding stock; (2) an entity, at least fifty percent (50%) of the total value or voting power of the stock of which is owned, directly or indirectly, by the Company; (3) a Person that owns directly or indirectly, at least 50% of the total value or voting power of the outstanding stock of the Company; or (4) an entity, at least fifty percent (50%) of the total value or voting power of the stock of which is owned, directly or indirectly, by a Person that owns, directly or indirectly, at least fifty percent (50%) of the total value or voting power of the outstanding stock of the Company. For purposes of the foregoing, a Person's status is determined immediately after the asset transfer.

For purposes of subparagraphs (A), (B), (C) and (D) above, "Person" shall have the meaning given in Section 7701(a)(1) of the Code. Person shall include more than one Person acting as a group as defined by Section 409A of the Code, and the regulations issued thereunder (the "409A Regulations").

In addition, for the avoidance of doubt, a Change in Control shall be deemed to occur only if, to the extent required to comply with the requirements of Section 409A of the Code, the transaction also constitutes a change in ownership, control or effective control for purposes of Section 409A of the Code and the 409A Regulations.

2.05 "**Claim**" means any claim, liability or obligation of any nature, arising out of or relating to this Plan or an alleged breach of this Plan or a Restrictive Covenant Agreement.

2.06 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time. References to any Section of the Internal Revenue Code shall include any successor provision thereto.

2.07 "**Company**" or "**Corporation**" means Flowserve Corporation, a New York corporation, its successors and assigns and Subsidiaries of the Company.

2.08 "**Committee**" means the Organization and Compensation Committee established and appointed by the Board of Directors.

2.09 **"Constructive Termination"** means the termination of a Participant's employment with the Company within two (2) years after the effective date of a Change in Control, after the occurrence of any or all of the following without the express written consent of the Participant:

(A) Any material reduction in the authority, duties or responsibilities held by the Participant immediately prior to the Change in Control;

(B) A material diminution in the Participant's base salary (whether deferred or not), based on the annualized base salary measured during the twelve (12) months of the year preceding the date of a Change in Control;

(C) The Company's requiring the Participant to be based anywhere other than either the Company's offices at which he or she was based immediately prior to a Change in Control or the Company's offices which are no more than thirty-five (35) miles from the offices at which the Participant was based immediately prior to a Change in Control, except for required travel on the Company's business to an extent substantially consistent with his or her business travel obligations immediately prior to the Change in Control (excluding, however, any travel obligations prior to the Change in Control that are associated with or caused by the Change in Control events or circumstances); or

(D) Any other action or inaction that constitutes a material breach by the Company of this Plan, or the terms of any other written agreement between the Participant and the Company under which the Participant provides services to the Company.

Notwithstanding anything to the contrary contained herein, a Constructive Termination shall occur only if the Participant provides written notice to the Company of the occurrence of the event described in this Article 2.09 that constitutes "Constructive Termination" within thirty (30) days of the event's initial existence, the Company fails to remedy the event within thirty (30) days of its receipt of such notice and the Participant terminates his or her employment no later than thirty (30) days following the end of such cure period.

2.10 "**Defined Termination**" means a Separation from Service of an Employee as a result of either (A) an Involuntary Termination or (B) a Constructive Termination.

2.11 **"Disability"** means that a Participant has been determined to be disabled under the Flowserve Corporation Long-Term Disability Plan, as amended, or any successor plans; provided such disability definition complies with Section 409A of the Code and the 409A Regulations. If, at any time during the term of this Plan, the Company does not maintain a long-term disability plan or maintains a disability plan which has a definition that does not comply with the requirements of Section 409A of the Code and the 409A Regulations or the Participant is not eligible for the Company's long-term disability plan, "Disability" shall mean that the individual has been determined to be totally disabled by the Social Security Administration or Railroad Retirement Board.

2.12 "**Employee**" means any person paid through the payroll department of the Company (as opposed to the accounts payable department of the Company) and who receives from the Company an annual IRS Form W-2; provided, however, that the term "Employee" shall not include any person who has entered into an independent contractor agreement, consulting agreement, franchise agreement or any similar agreement with the Company, nor the employees of any such person, regardless of whether that person (including his or her employees) is later found to be an employee by any court of law or regulatory authority.

2.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

2.14 **"Executive Officer"** means any Vice President or higher of the Company who has been appointed by the Company's Board of Directors as an Executive Officer.

2.15 "**Involuntary Termination**" means any involuntary discontinuance of a Participant's employment by the Company within two (2) years after a Change in Control, for reasons other than death, Disability or Cause, or any involuntary discontinuance of a Participant's employment by the Company prior to a Change in Control for reasons other than death, Disability or Cause, provided that such termination (A) occurs within the 90-day period immediately prior to the Change in Control and after the initiation of discussions leading to a Change in Control, and (B) can be demonstrated to have occurred at the request or initiation of parties to the Change in Control.

2.16 "**Participant**" means an Employee chosen by the Committee to participate in this Plan as provided for in Article 3 herein who has an entered into an existing confidentiality and non-compete agreement with the Company (the "***Restrictive Covenant Agreement***"), and who has received notification of participation as provided by Article 3 below.

2.17 "**Plan**" means the Flowserve Corporation Change in Control Severance Plan, as set forth herein and as hereafter amended from time to time.

2.18 **"Plan Administrator"** means the Committee.

2.19 **“Separation from Service”** means a termination of services provided by a Participant to the Company whether voluntarily or involuntarily, other than for death or Disability, as determined by the Committee in accordance with Treas. Reg. §1.409A-1(h).

2.20 “**Severance Multiple**” means with respect to any Employee who is selected to be a Participant in the Plan in accordance with Article 3, based on the Participant’s position as of the date of the Defined Termination: (A) three (3), for a Participant who is the Chief Executive Officer of the Company, (B) two (2), for any Participant who is a President of the Company or is a Senior Vice President of the Company; and (C) one point five (1.5) for any Participant who is a Vice President of the Company. If a Participant has more than one position under which more than one Severance Multiple could apply, the higher Severance Multiple shall apply. Notwithstanding anything to the contrary contained herein, with respect to any Employee who was a Participant in this Plan prior to November 2, 2018, if a Defined Termination occurs prior to November 2, 2019, such Participant’s Severance Multiple shall be the higher of the amount determined pursuant to this Article 2.19 or the amount determined under the plan document that was in effect immediately prior to the Effective Date.

2.21 **“Specified Employee”** means any Participant who meets the definition of “specified employee,” as defined in the 409A Regulations and using the identification methodology selected by the Committee from time to time in accordance with Treas. Reg. §1.409A-1(i).

2.22 “**Subsidiary**” means any entity in which the Company, directly or indirectly, holds a majority of the voting power or profits or capital interest of such entity.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.01 Only Employees shall be eligible to participate in this Plan. Independent contractors and employees of third parties who are performing work on behalf of the Company, whether part time, full time, or temporary, shall not be eligible to participate in this Plan.

3.02 Each Executive Officers of the Company shall be a Participant in the Plan. All other participation in this Plan shall be determined from time to time by the Committee; provided that on or after a Change in Control, the Committee may not exclude any Employee who was a Participant in the Plan immediately prior to the Change in Control from participation in this Plan. Each Participant shall be notified of his or her participation in this Plan in writing, and shall be provided with a copy of the Plan document as soon as is practicable following the Committee’s selection of such Employee as a Participant in the Plan. If the Employee has not already entered into an existing Restrictive Covenant Agreement with the Company, then at the time of notification such Participant will be provided with a Restrictive Covenant Agreement to sign and return. If the Employee fails to return the Restrictive Covenant Agreement within the time period required by the Committee or its delegate (which shall be no less than five (5) business days), such Employee’s participation in the Plan shall be immediately revoked, and such Employee shall no longer be eligible for the Plan.

3.03 No Employee shall at any time have a right to participation in this Plan, despite having previously participated in this Plan.

ARTICLE 4. PROTECTIONS PROVIDED UPON SEPARATION FROM SERVICE FOLLOWING A CHANGE IN CONTROL

4.01 A Participant terminated in a manner qualifying as a Defined Termination will be entitled to payment of the following:

(A) For services performed through Separation from Service:

(i) base salary (whether deferred or not), at the Participant’s annual base salary rate, (1) as based on the highest annualized monthly base salary rate measured during the twelve (12) months of the year preceding Separation from Service or (2) if higher, in effect at the time of Separation from Service or (3) if higher, in effect on the date of the Change in Control;

(ii) amounts (whether deferred or not), if any, with respect to any completed period or periods which have been earned by or awarded to the Participant pursuant to any bonus or incentive compensation plan or arrangement but which has not yet been paid to the Participant; and

(iii) amounts equal to a target bonus or target annual incentive (whether deferred or not), (1) in effect at the time of Separation from Service or (2) if higher, in effect on the date of the Change in Control; pro-rated based upon the number of calendar days in the performance period during which the Separation from Service occurs.

(B) In lieu of any further base salary, bonus, or incentive compensation payments for periods subsequent to Separation from Service, an amount equal to the Participant's Severance Multiple multiplied by the sum of:

(i) the Participant's annual base salary rate (whether deferred or not), (1) as based on the highest annualized monthly base salary rate measured during the twelve (12) months of the year preceding Separation from Service or (2) if higher, in effect at the time of Separation from Service or (3) if higher, in effect on the date of the Change in Control; and

(ii) the Participant's current target bonus or other annual incentive (1) in effect at the time of Separation from Service or (2) if higher, in effect on the date of the Change in Control.

4.02 For any Participant terminated in a manner qualifying as a Defined Termination, each cash or stock-based long-term incentive award or grant made to such Participant under a plan adopted or assumed by the Company which is then outstanding and to which such Participant does not have full rights shall be treated in accordance with the provisions of the applicable plans in effect at the time of Separation from Service, so long as the protections provided for under each of the applicable plans in effect on the date of the Change in Control provide at a minimum (A) full vesting of rights to the award or grant which would have otherwise been conveyed to the Participant, without encumbrances, upon the lapse of time, attainment of performance goals, or for other reasons, (B) amounts payable through such rights to awards or grants provided by Article 4.02(A) represent an amount equal to one hundred percent (100%) of the target bonus or amount that otherwise could have been earned and shall not be subject to reduction, adjustment or modification for any reason and (C) a period of not less than ninety (90) days following Separation from Service during which to exercise rights with respect to stock options or other awards for which the Participant must exercise the rights accorded to him or her by virtue of their holding of the award. In the event that such minimum rights are not accorded to the Participant determined in accordance with the provisions of the applicable plans, the minimum requirements provided for under this Article 4.02 shall prevail.

4.03 For any Participant terminated in a manner qualifying as a Defined Termination, the Company shall, at its expense, maintain in full force and effect all life insurance, medical, health and accident plans, programs and arrangements in which such Participant is entitled to participate at the time of Separation from Service, provided that continued participation is possible under the terms of such plans, programs and arrangements. In the event that the terms of any such plan, program or arrangement do not permit continued participation or that any such plan, program or arrangement has been or is discontinued or the benefits thereunder have been or are materially reduced, the Company shall arrange to provide, at a cost to Participants no greater than that prior to Separation from Service, benefits which are substantially similar to those which Participants were entitled to receive under such plan, program or arrangement at the time of the Change in Control. The Company's obligation under this Article 4.03 shall terminate at the end of the Benefits Period following the applicable Participant's Separation from Service. All rights to continuation of group health plan coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) shall run concurrently with the coverage provided under this Article 4.03. At the end of the applicable period of coverage set forth above, Participants shall have the option to have assigned to them, at no cost and with no apportionment of prepaid premiums, any assignable insurance owned by the Company which relates specifically to them. To the extent any benefits provided under this Article are otherwise taxable to the Participant, such benefits shall be provided as separate monthly in-kind payments of those benefits, and, to the extent those benefits are subject to and not otherwise exempt from Section 409A of the Code, the provision of the in-kind benefits during one calendar year shall not affect the in-kind benefits to be provided in any other calendar year.

4.04 In the event that because of their relationship to Participants, members of Participants' families or other individuals are covered by any plan, program, or arrangement described in Article 4.03 above immediately prior to Separation from Service, the provisions set forth in Article 4.03 above shall apply equally to require the continued coverage of such persons; provided, however, that if under the terms of any such plan, program or arrangements, any such person would have ceased to be eligible for coverage during the period in which the Company is obligated to continue coverage, nothing set forth herein shall obligate the Company to continue to provide coverage for such person beyond the date such coverage would have ceased even had Participants remained an Employee of the Company.

4.05 For any Participant terminated in a manner qualifying as a Defined Termination, the Company shall pay a supplemental retirement benefit ("***Supplemental Pension Benefit***") to the Participant which is equal to the excess, if any, of (A) the aggregate amount which would have been payable to the Participant monthly under all noncontributory pension and retirement plans, agreements, and other arrangements of the Company had the Participant remained an Employee of the Company at an

annual compensation rate pursuant to the sum of the amounts described in Articles 4.01(B)(i) and 4.01(B)(ii) herein until the end of the Benefits Period following the applicable Participant's Separation from Service and assuming that the Participant remained the same age as the Participant was on the Separation from Service, over (B) the aggregate amount payable to the Participant monthly under such plans, agreements or arrangements as of Separation from Service. Calculation of the amounts described in (A) and (B) above shall be made assuming the same form of payment under the defined benefit pension plan of the Company or a successor plan in which the Participant participates.

4.06 Receipt of amounts payable pursuant to this Article 4 is conditioned upon a Participant's execution and delivery to the Company of (i) the confidentiality and non-compete agreement delivered to the Employee upon notification of the Employee's eligibility to participate in this Plan, and (ii) a release form provided to the Participant upon the Participant's Separation from Service, in accordance with the instructions set forth on such release form on or before the date specified on the release form or any document accompanying the release form.

4.07 Notwithstanding anything to the contrary contained herein, a Participant shall not be entitled to any amount pursuant to this Plan in the event the Participant agrees to work for the Company or provide future services to the Company, in any form, subsequent to the Participant's termination from the Company as set forth in a consulting arrangement or other employment-related arrangement between the Company and the Participant.

ARTICLE 5. EFFECT OF EXCISE TAX AND LIMIT ON GOLDEN PARACHUTE PAYMENTS

5.01 If there is a change in ownership or control of the Company that would cause any payment or distribution by the Company or any of its Subsidiaries or any other person or entity to a Participant or for the Participant's benefit (whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise) (each, a "***Payment***", and collectively, the "***Payments***") to be subject to the excise tax imposed by Section 4999 of the Code (such excise tax, together with any interest or penalties incurred by the Participant with respect to such excise tax, the "***Excise Tax***"), then the Participant will receive the greatest of the following, whichever gives the Participant the highest net after-tax amount (after taking into account federal, state, local and social security taxes): (1) the Payments or (2) one dollar less than the amount of the Payments that would subject the Participant to the Excise Tax (the "***Safe Harbor Amount***"). If a reduction in the Payments is necessary so that the Payments equal the Safe Harbor Amount, then the reduction will be determined in a manner which has the least economic cost to the Participant and, to the extent the economic cost is equivalent, will be reduced in the inverse order of when payment would have been made to the Participant, until the reduction is achieved. In the event that a reduction is required to be applied to the Payments under this Article 5, the Payments shall be reduced by the Company in its reasonable discretion in the following order: (i) reduction of any Payments that are subject to Section 409A of the Code on a pro-rata basis or such other manner that complies with Section 409A of the Code, as determined by the Company, and (ii) reduction of any Payments that are exempt from Section 409A of the Code.

5.02 All determinations required to be made under this Article 5, including whether and when the Safe Harbor Amount is required and the amount of the reduction of the Payments and the assumptions to be utilized in arriving at such determination, shall be made by a certified public accounting firm designated by the Company and reasonably acceptable to the Participant (the "***Accounting Firm***") which shall provide detailed supporting calculations both to the Company and the Participant within fifteen (15) business days of the receipt of notice from the Participant that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Participant. The Participant shall cooperate with any reasonable requests by the Company in connection with any contests or disputes with the Internal Revenue Service in connection with the Excise Tax.

ARTICLE 6. METHOD OF PAYMENT

6.01 Except as otherwise provided herein and subject to the requirements of Article 4.07(ii) above, all amounts payable pursuant to Article 4 shall be paid to each Participant terminated in a manner qualifying as a Defined Termination by the Company in a lump sum within thirty (30) days following the Participant's Separation from Service. Notwithstanding any provision in this Plan to the contrary, if a Participant is a Specified Employee, to the extent any amount payable pursuant to this Plan is subject to, and not otherwise exempt from, the requirements of Section 409A of the Code, then, to the extent necessary to comply with Section 409A of the Code, no payment of such amount shall be made before the first day after the end of the six (6) month period immediately following the date on which the Participant experiences a Separation from Service, or if earlier, on the date of the Participant's death.

6.02 Reimbursement of all legal fees and expenses described in Article 4.06 shall be made by the Company in a lump sum within thirty (30) days following Participants' submission of such fees and expenses, along with supporting documentation of such fees and expenses, to the Company.

6.03 In the event a Participant dies before full receipt of benefits payable under this Plan, the remaining benefits will be paid to the legal representative of such Participant's estate in a lump sum as soon as practicable after receipt of notice of such death and evidence satisfactory to the Company of the payment or provision for the payment of any estate, transfer, inheritance or death taxes which may be payable with respect thereto.

6.04 Participants shall not be required to mitigate the amount of any payment or benefit provided for under this Plan by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for under this Plan be reduced by any compensation or benefit earned by Participants following Separation from Service as the result of employment by another employer or otherwise.

ARTICLE 7. FINANCIAL PROVISIONS

7.01 All benefits payable under this Plan shall be payable and provided for solely from the general assets of the Company in accordance with this Plan, at the time such severance benefits are payable, unless otherwise determined by the Company. The Company shall not be required to, but may in its discretion, establish any special or separate fund or make any other segregation of assets to assure the payment of any severance benefits under this Plan.

7.02 The expenses of establishment and administration of this Plan shall be paid by the Company. Any expenses paid by the Company pursuant to this Article 7 and indemnification under Article 10 shall be subject to reimbursement by Subsidiaries of the Company of their proportionate shares of such expenses and indemnification, as determined by the Committee in its sole discretion.

ARTICLE 8. ADMINISTRATION OF THIS PLAN

8.01 The Committee shall be responsible for the general administration and interpretation of this Plan and the proper execution of its provisions and shall have full discretion to carry out its duties. In addition to the powers of the Committee specified elsewhere in this Plan, the Committee shall have all discretionary powers necessary to discharge its duties under this Plan, including, but not limited to, the following discretionary powers and duties: (A) to interpret or construe this Plan, and resolve ambiguities, inconsistencies and omissions; (B) to make and enforce such rules and regulations and prescribe the use of such forms as it deems necessary or appropriate for the efficient administration of this Plan; and (C) to decide all questions on appeal concerning this Plan and the eligibility of any person to participate in this Plan.

8.02 The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations, as necessary or appropriate for the administration of the Plan, (iii) select Employees for participation in the Plan in accordance with Article 3, and (iv) make such other determinations or certifications and take such other action as it deems necessary or advisable in the administration of the Plan. Any interpretation, determination, or other action made or taken by the Committee shall be final, binding, and conclusive on all interested parties.

8.03 The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the Company or a Subsidiary, the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of this Plan. Members of the Committee and any officer or employee of the Company or a Subsidiary acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to this Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Company with respect to any such action or determination.

8.04 The Committee may delegate to officers of the Company, pursuant to a written delegation, the authority to perform specified functions under the Plan. Any actions taken by any officers of the Company pursuant to such written delegation of authority shall be deemed to have been taken by the Committee.

ARTICLE 9. AMENDMENT AND TERMINATION OF THE PLAN

The Company reserves the right, by action of the Board of Directors or the Committee, to amend or terminate this Plan in whole or in part at any time and from time to time on a prospective basis. The foregoing sentence to the contrary notwithstanding, for a period of three (3) years and one (1) day after the date of a Change in Control, neither the Board nor the Committee may terminate or amend this Plan in a manner that is detrimental to the rights of any Participant without the Participant's written consent.

ARTICLE 10. LIABILITY AND INDEMNIFICATION

10.01 No member of the Board or the Committee, nor any officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee, each officer of the Company, and each Employee of the Company acting on behalf of the Board or the Committee shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation to the fullest extent provided by law. Except to the extent required by any unwaiveable requirement under applicable law, no member of the Board or the Committee (and no Subsidiary) shall have any duties or liabilities, including without limitation any fiduciary duties, to any Participant (or any Person claiming by and through any Participant) as a result of this Plan, or any claim arising hereunder and, to the fullest extent permitted under applicable law, each Participant (as consideration for receiving and accepting participation in the Plan) irrevocably waives and releases any right or opportunity such Participant might have to assert (or participate or cooperate in) any Claim against any member of the Board or the Committee and any Subsidiary arising out of this Plan.

10.02 The termination of any such civil or criminal action or proceeding or the disposition of any such claim or demand, by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such member of the Board did not act (1) in good faith and (2) for a purpose which he or she reasonably believed to be in accordance with the intent of this Plan.

10.03 Nothing herein shall be deemed to supersede or conflict with any agreement between a member of the Board and the Company regarding the Company's obligations to indemnify such member from and against certain liabilities arising from the performance of the member's duties. Any such agreement shall govern any inconsistencies with this Article 10.

ARTICLE 11. CLAIMS PROCEDURES

11.01 Any Participant or his or her authorized representative (collectively, the "***claimant***") must file a claim for a benefit to which he or she believes that he or she is entitled. All claims must be in writing and delivered to the Plan Administrator by postage-prepaid certified mail. Within ninety (90) days after receipt of a claim, the Plan Administrator shall send the claimant by certified mail, postage prepaid, notice of the granting or denying, in whole or in part, of the claim, unless special circumstances require an extension of time for processing the claim. If such extension is necessary, the Plan Administrator will give the claimant a written notice to this effect prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of ninety (90) days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished, the claim shall be deemed denied and the claimant shall be permitted to exercise his or her right to review as discussed below.

11.02 If the Plan Administrator denies a claim for benefits in whole or in part, then the Plan Administrator shall provide the claimant with written notice setting forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and (iv) a description of this Plan's claims review procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of the claim on review.

11.03 If a claimant receives written notification of the denial in whole or in part of his or her claim, or if a claimant is not otherwise eligible for benefits under this Plan, within sixty (60) days of his or her receipt of claim denial or the date a claimant becomes aware that he or she is not eligible for benefits under this Plan, if a claimant disagrees with such action, the claimant must file a written request with the Plan Administrator that it conduct a full and fair review of the denial of the claim for benefits. In connection with any request for a review of the denial of a claim for benefits, a claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. The Plan Administrator shall provide a claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits. A document, record, or other information shall be considered "relevant" to a claimant's claim for benefits if that document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative process and safeguards required by ERISA in making the benefit determination. The review of a denial shall take into account all comments, documents, records, and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination.

11.04 Upon receipt of the request for review, the Plan Administrator shall review the claim and shall deliver to a claimant a written decision on the claim for benefits within sixty (60)-days after the receipt of his or her request for review, except that if there are special circumstances (such as the need to hold a hearing, if necessary) that require an extension of time for processing, the sixty (60)-day period shall be extended to one hundred twenty (120) days and a claimant will be given written notice of the extension prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of sixty (60) days from the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the determination on review. If notice of the denial of a claim on review is not furnished, the claim shall be deemed denied and a claimant shall be permitted to exercise a claimant's right to review as discussed below.

11.05 If the Plan Administrator denies a claimant's claim for benefits on review, in whole or in part, then the Plan Administrator shall provide a claimant with written notice setting forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a statement that a claimant are entitled to receive, upon request and free of charge reasonable access to, and copies of all records and other information relevant to a claimant's claim for benefits; and (iv) a statement describing any voluntary appeal procedures offered by the Plan Administrator and a claimant's right to obtain information about such procedures, and a statement of a claimant's right to bring a civil action under Section 502(a) of ERISA.

ARTICLE 12. MISCELLANEOUS

12.01 Prior to a Change in Control, nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time, the terms and conditions of employment, including, but not limited to, levels of employment, hours of work, the extent of hiring and employment termination, when and where work shall be done, or any other matter related to the conduct of its business or the manner in which its business is to be maintained or carried on, in the same manner and to the same extent as if this Plan were not in existence.

12.02 The Company will require any successor (whether direct or indirect, by purchase, merger, acquisition of assets, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform the duties and obligations of the Company under this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. As used in this Plan, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets which becomes bound by all the terms and provisions of this Plan by operation of law or contract.

12.03 Nothing in this Plan shall be construed as giving any Participant the right to be retained in the employ of the Company or any right to any payment whatsoever, except to the extent of the benefits provided for by this Plan. Except as otherwise provided for herein, the Company expressly reserves the right prior to a Change in Control to dismiss any Participant at any time and for any reason without liability for the effect which such dismissal might have upon him or her as a Participant of the Plan.

12.04 To the extent not preempted by ERISA, this Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Texas (excluding any conflict of laws, rule or principle of Texas law that might refer the governance, construction, or interpretation of this Plan to the laws of another state). A Participant's sole remedy for any Claim shall be against the Company, and no Participant shall have any claim or right of any nature against any Subsidiary or any shareholder or existing or former director, officer or Employee of the Company or any Subsidiary. The individuals and entities described above in this Article 12.04 (other than the Company) shall be third-party beneficiaries of this Plan for purposes of enforcing the terms of this Article 12.04.

12.05 In the event any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity of such provision shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if the illegal or invalid provision had not been included herein.

12.06 All notices under this Plan shall be in writing and shall be mailed (postage prepaid by either registered or certified mail) and shall be deemed to have been given upon the date of actual receipt by the recipient party.

ARTICLE 13. ERISA RIGHTS STATEMENT

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing this Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by this plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of this Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of this Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of this Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from this Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you disagree with that denial, you must file an appeal of that denial in accordance with the claims procedures described in Article 11 above. After your appeal is denied in accordance with the claims procedures, you may file suit in a state or Federal court. In addition, if you disagree with this Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse this Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE 13. IMPORTANT INFORMATION ABOUT THIS PLAN

Name of the Plan	Flowserve Corporation Change in Control Severance Plan
Name and Address of the Plan Sponsor	Flowserve Corporation 5215 N. O'Connor Blvd., Suite 2300 Irving, TX 75039
Plan Sponsor Identification Number	31-0267900
Plan Number	515
Type of Plan	Change in Control Severance Plan
Name, Address, and Telephone Number of the Plan Administrator	Organization & Compensation Committee of the Board of Directors of Flowserve Corporation c/o Sr. Vice President, General Counsel and Corporate Secretary 5215 N. O'Connor Blvd., Suite 2300 Irving, TX 75039 (972) 443-6500
Agent for Service of Legal Process	Plan Administrator
12-Month period on which the Plan records are kept	Begins January 1 and ends on December 31 each calendar year
Plan's Effective Date	November 2, 2018

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed as of November 2, 2018.

FLOWSERVE CORPORATION

By:____
Lanesha Minnix
Sr. Vice President and Chief Legal Office

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, R. Scott Rowe, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018 of Flowserve Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the consolidated 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.

Date: November 7, 2018

/s/ R. Scott Rowe

R. Scott Rowe

President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Lee S. Eckert, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018 of Flowserve Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the consolidated 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.

Date: November 7, 2018

/s/ Lee S. Eckert

Lee S. Eckert

Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

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

I, R. Scott Rowe, President and Chief Executive Officer of Flowserve Corporation (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 to my knowledge:

(1) the Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Quarterly 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 Quarterly Report fairly presents, in all material respects, the consolidated financial condition and results of operations of the Company.

Date: November 7, 2018

/s/ R. Scott Rowe

R. Scott Rowe

President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

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

I, Lee S. Eckert, Senior Vice President and Chief Financial Officer of Flowserve Corporation (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 to my knowledge:

(1) the Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Quarterly 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 Quarterly Report fairly presents, in all material respects, the consolidated financial condition and results of operations of the Company.

Date: November 7, 2018

/s/ Lee S. Eckert

Lee S. Eckert

Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)