

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **April 12, 2010**

**Colfax Corporation**

(Exact name of registrant as specified in its charter)

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

**001-34045**  
(Commission  
File Number)

**54-1887631**  
(I.R.S. Employer  
Identification No.)

**8730 Stony Point Parkway, Suite 150**  
**Richmond, VA 23235**  
(Address of Principal Executive Offices) (Zip Code)

**(804) 560-4070**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Colfax Corporation (the “Company”), has accepted the resignation of Dr. Michael Matros as the Company’s Senior Vice President, General Manager—Allweiler, effective April 12, 2010. The full text of the Company’s press release issued on April 13, 2010 is attached hereto as Exhibit 99.1 and is incorporated in this report by reference.

In connection with Dr. Matros’ resignation, the Company’s Allweiler subsidiary and Dr. Matros entered into a Termination Agreement (the “Termination Agreement”) on April 12, 2010, which modifies the terms of the Service Contract for Board Member between Dr. Matros and the Company dated November 14, 2006 (the “Service Contract”). The following summary of the terms and conditions of the Termination Agreement that modify the terms of the Service Contract is qualified in its entirety by reference to the full text of the Termination Agreement, which is attached hereto as Exhibit 10.1.

The Termination Agreement ends the formal service relationship between Dr. Matros and Allweiler effective as of December 31, 2010 (the “Termination Date”). However, Dr. Matros’ resignation from his office is effective as of April 12, 2010 and he is irrevocably released from his duty to render services to Allweiler as of that date. The Termination Agreement provides that Dr. Matros will be entitled to receive cash payments of (i) €16,667.67 per month through the Termination Date as his fixed remuneration due under the Service Contract, (ii) €54,000 to be paid on or before the Termination Date in lieu of any bonus for 2010, and (iii) a €250,001.02 severance payment to be made on or before the Termination Date.

**Item 8.01 Other Events.**

On April 13, 2010, the Company announced that Arne Forslund has been appointed Senior Vice President – Europe, Middle East, Africa and Asia.

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**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

- 10.1 Termination Agreement, dated April 12, 2010, between Dr. Michael Matros and the Company
  - 99.1 Colfax Corporation press release dated April 13, 2010
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**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 hereunto duly authorized.

**Colfax Corporation**

Date: April 16, 2010

By: /s/ Thomas M. O'Brien  
Name: Thomas M. O'Brien  
Title: Senior Vice President, General Counsel and Secretary

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**EXHIBIT INDEX**

- 10.1 Termination Agreement, dated April 12, 2010, between Dr. Michael Matros and the Company
  - 99.1 Colfax Corporation press release dated April 13, 2010
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[Verbindliche deutsche Fassung.]

[Englische Übersetzung nur zu Informationszwecken. English translation for information purposes only.]

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**Aufhebungsvertrag**

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**Termination Agreement**

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zwischen

between

Allweiler AG

Allweiler AG

– nachfolgend „**Gesellschaft**“ –

– hereafter the „**Company**“ –

und

and

Herr Dr. Michael Matros

Dr. Michael Matros

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## 1. Beendigung

- 1.1 Die Gesellschaft und Herr Matros (zusammen die „**Parteien**“) beenden hiermit das zwischen ihnen bestehende Anstellungsverhältnis auf Veranlassung der Gesellschaft mit Ablauf des 31. Dezember 2010 („**Beendigungsdatum**“).
- 1.2 Zum gleichen Zeitpunkt enden auch alle sonstigen möglicherweise bestehenden Arbeits- oder Dienstverhältnisse mit der Gesellschaft oder verbundenen Unternehmen; die Gesellschaft nimmt diese Erklärung des Herrn Matros im Namen dieser Unternehmen an.

## 2. Vergütung/Abfindung/Pensionen

- 2.1 Bis zum Beendigungsdatum erhält Herr Matros die Fixvergütung gem. § 2 Abs. 1 seines Vorstandsdienstvertrags vom 14. November 2006 („**Vorstandsdienstvertrag**“) in Höhe von EUR 16.666,67 brutto pro Monat zzgl. der bislang bezahlten Beiträge zur Sozialversicherung bzw. Zuschüsse zur Krankenversicherung.
- 2.2 Gem. § 2 Abs. 2 seines Vorstandsdienstvertrags erhält Herr Matros eine erfolgsabhängige Tantieme. Die Parteien sind sich einig, dass kein Anspruch auf eine solche Tantieme für das Geschäftsjahr 2010 besteht. Als Ausgleich dafür zahlt die Gesellschaft Herrn Matros eine Abfindung in Höhe von EUR 54.000 brutto. Die Abfindung wird zu oder vor Ende Dezember 2010 ausgezahlt. Etwaige Sozialversicherungsbeiträge und Steuern trägt Herr Matros.

## 1. Termination

- 1.1 The Company and Mr. Matros (together the “**Parties**”) hereby terminate the service relationship between them at the initiative of the Company with effect to the expiration of December 31, 2010 („**Termination Date**“).
- 1.2 At the same time, all other employment or service relationships that might exist with the Company or its affiliates shall come to an end; the Company accepts this declaration of Mr. Matros also in the name of these entities.

## 2. Remuneration/Severance Payment/Pensions

- 2.1 Until the Termination Date Mr. Matros will receive his fixed remuneration pursuant to § 2 para. 1 of the Service Contract for Board Member dated November 14, 2006 („**Service Contract**“) in the amount of EUR 16,666.67 gross per month plus any employer’s contributions to social security and/or allowances to Mr. Matros’ health insurance which have been paid in the past.
- 2.2 According to § 2 para. 2 of his Service Contract Mr. Matros shall receive a performance-related bonus. The Parties agree that Mr. Matros is not entitled to such bonus for the financial year 2010. As compensation the Company will pay to Mr. Matros a severance payment in the amount of EUR 54,000 gross. The severance payment will be paid on or before the end of December 2010. Any social security contributions and tax will be borne by Mr. Matros.

- 2.3 Daneben erhält Herr Matros eine Abfindung in Höhe von EUR 166.666,67 brutto gemäß § 11 Abs. 5 seines Vorstandsdienstvertrags. Die Abfindung wird zu oder vor Ende Dezember 2010 ausgezahlt. Etwaige Sozialversicherungsbeiträge und Steuern trägt Herr Matros.
- 2.4 Zusätzlich erhält Herr Matros eine Abfindung in Höhe von EUR 83.333,35 brutto, die von der Colfax Corp. getragen wird. Die Gesellschaft oder Colfax Corp. wird die Abfindung zu oder vor Ende Dezember 2010 auszahlen. Etwaige Sozialversicherungsbeiträge und Steuern trägt Herr Matros.
- 2.5 Für das Jahr 2010 zahlt die Gesellschaft den Beitrag in die Unterstützungskasse gemäß § 6 Abs. 1 Vorstandsdienstvertrag ein. Unverfallbare Versorgungs- und Pensionsansprüche bleiben nach Beendigung des Dienstverhältnisses bestehen.

- 2.3 In addition, Mr. Matros shall receive a severance payment in the amount of EUR 166,667.67 brutto pursuant to § 11 para. 5 of his Service Contract. The severance payment will be paid on or before the end of December 2010. Any social security contributions and tax will be borne by Mr. Matros.
- 2.4 In addition, Mr. Matros shall receive a severance payment in the amount of EUR 83,333.35 brutto which will be borne by Colfax Corp. The severance payment will be paid out by the Company or Colfax Corp. on or before the end of December 2010. Any social security contributions and taxes will be borne by Mr. Matros.
- 2.5 For the year 2010 the Company shall pay the contributions to the benevolent fund (*Unterstützungskasse*) pursuant to § 6 para. 1 Service Contract. Vested pension rights shall continue to exist after the termination of the service relationship.



2.6 Die Parteien sind sich darüber einig, dass Herr Matros außer den in dieser Ziffer 2 geregelten Ansprüchen keine Ansprüche auf eine fixe oder variable Vergütung, Ansprüche auf Abfindungen oder sonstige Zahlungsansprüche gegen die Gesellschaft oder mit ihr verbundene Unternehmen hat.

### 3. Freistellung

3.1 Die Gesellschaft stellt Herrn Matros mit Wirkung ab 12. April 2010 unwiderruflich von der Verpflichtung zur Dienstleistung für die Gesellschaft bis zum Beendigungsdatum frei.

3.2 Durch die Freistellung sind sämtliche Urlaubsansprüche und mögliche Ansprüche auf Freizeitausgleich abgegolten.

### 4. Amtsniederlegung

4.1 Herr Matros wird sein Amt mit Wirkung zum 12. April 2010 niederlegen. Herr Matros wird die als **Anlage 1** beigefügte Erklärung zur Niederlegung seines Amtes zum 12. April 2010 unterzeichnen.

4.2 Der Aufsichtsrat wird der Hauptversammlung vorschlagen, Herrn Matros für seine Tätigkeit als Vorstandsmitglied Entlastung für das Geschäftsjahr 2010 zu erteilen.

2.6 The Parties agree that apart from the claims stipulated in this section 2 Mr. Matros shall not have any claims to fixed or variable remuneration, claims to severance payments or other payment claims against the Company or affiliated companies.

### 3. Release from Duties

3.1 The Company irrevocably releases Mr. Matros from his duty to render services to the Company with effect as from April 12, 2010 until the Termination Date.

3.2 All claims to vacation and any possible claims to compensatory time off shall be compensated by the release from his duties.

### 4. Resignation from Office

4.1 Mr. Matros shall resign from his office with effect as from April 12, 2010. Mr. Matros shall sign the resignation letter effective April 12, 2010 which is attached as **Annex 1**.

4.2 The supervisory board will propose to the annual general meeting (*Hauptversammlung*) to grant Mr. Matros formal approval for his actions (*Entlastung*) as member of the management board for the financial year 2010.

## **5. Dienstwagen**

Herr Matros wird den Dienstwagen nebst sämtlichen Fahrzeugpapieren, Schlüsseln, allem Zubehör sowie der Tankkarte in der Woche beginnend am 12. April 2010 an die Gesellschaft zurückzugeben.

## **6. Mobiltelefon**

Herr Matros will die Telefonnummer seines dienstlichen Mobiltelefons ab dem 12. April 2010 übernehmen. Die Gesellschaft wird alle hierfür erforderlichen Erklärungen abgeben. Alle Rechnungen für das Mobiltelefon, die den Zeitraum nach dem 12 April 2010 betreffen, zahlt Herr Matros.

## **7. Outplacement**

Herr Matros ist berechtigt, einen Outplacement Service bis zu einem maximalen Betrag von EUR 20.000 in Anspruch zu nehmen. Die Kosten hierfür trägt Colfax Corp.

## **8. Geschäfts- und Betriebsgeheimnisse**

Herr Matros ist verpflichtet, alle ihm während seiner Tätigkeit bekannt gewordenen betriebsinternen Angelegenheiten, vor allem Geschäfts- und Betriebsgeheimnisse, auch nach dem Beendigungsdatum geheim zu halten.

## **5. Company Car**

Mr. Matros shall return the company car, together with all vehicle documents, keys, all accessories and the business fuel card, to the Company in the week commencing on April 12, 2010.

## **6. Cell Phone**

Mr. Matros wants to maintain the phone number of his company cell phone with effect as from April 12, 2009. The Company will make all necessary declarations in this regard. Any bills for the cell phone that relate to the period after April 12, 2009 shall be paid by Mr. Matros.

## **7. Outplacement**

Mr. Matros is entitled to make use of an outplacement service up to a maximum amount of EUR 20,000. The costs in this regard will be borne by Colfax Corp.

## **8. Business and Trade Secrets**

Mr. Matros is obliged to maintain confidentiality with respect to all internal matters of the Company, in particular any business and trade secrets, which have become known to him during his period of service also after the Termination Date.

## **9. Firmenunterlagen**

Herr Matros wird in der Woche beginnend am 12. April 2010 sämtliche der Gesellschaft gehörenden Unterlagen und Gegenstände zurückgeben, insbesondere Waren, Geräte, Apparaturen und alle Unterlagen, die im Zusammenhang mit seiner Tätigkeit bei der Gesellschaft entstanden sind, insbesondere Werksausweis, Geschäftspapiere, Hard- und Software inklusive Disketten, CDs und DVDs und alle gespeicherten Daten und Informationen, die die Gesellschaft und die Gesellschaften der Firmengruppe betreffen, Zeichnungen, Skizzen, Briefe, Besprechungsberichte, Versuchsauswertungen, handschriftliche Notizen, Fotos, Literatur usw. sowie Kopien und Abschriften dieser Unterlagen.

## **10. Geheimhaltungsklausel**

Herr Matros sichert zu, Stillschweigen hinsichtlich des finanziellen Inhalts dieses Aufhebungsvertrags gegenüber jedermann zu wahren, es sei denn, er sei gesetzlich zur Auskunft verpflichtet oder die Auskunft sei aus steuerlichen oder sozialversicherungsrechtlichen Gründen gegenüber Behörden oder zur Wahrung von Rechtsansprüchen gegenüber Gerichten erforderlich.

## **11. Erledigungsklausel**

Mit Ausnahme der in diesem Aufhebungsvertrag geregelten Ansprüche sind alle Ansprüche von Herrn Matros aus dem Anstellungsverhältnis und seiner Beendigung, gleich aus welchem Rechtsgrund, egal ob bekannt oder unbekannt, erledigt. Die Erledigung gilt auch zugunsten von mit der Gesellschaft verbundenen Unternehmen.

## **9. Company Documents**

Mr. Matros shall return all documents and items belonging to the Company in the week commencing on April 12, 2010, in particular products, equipment, fixtures and all documents relating to his activities with the Company, in particular the company identification card, business papers, hardware and software, including diskettes, CDs, DVDs and all stored data and information pertaining to the Company and the companies in the Company's corporate group, drawings, sketches, letters, reports on meetings, evaluations of experiments, handwritten notes, photos, literature, etc. as well as photocopies and duplicates of these documents.

## **10. Confidentiality**

Mr. Matros warrants that he will maintain confidentiality vis-à-vis all others with regard to the financial matters of this Termination Agreement, unless legally obliged to render information or such information needs to be disclosed to public authorities for legal reasons involving taxes or social security or to courts in order to safeguard legal claims.

## **11. Discharge of Claims**

With the exception of the claims set forth in this Termination Agreement, any claims of Mr. Matros arising from the service relationship and its termination, regardless of the legal grounds involved or whether they are known or unknown, are discharged. The discharge shall also apply in favour of entities affiliated with the Company.

## 12. Verschiedenes

12.1 Die deutsche Fassung dieses Aufhebungsvertrags ist maßgeblich.

12.2 Dieser Aufhebungsvertrag unterliegt deutschem Recht.

12.3 Sollte eine Bestimmung dieses Aufhebungsvertrags unwirksam sein, wird die Wirksamkeit der übrigen Bestimmungen davon nicht berührt. Die Parteien verpflichten sich, anstelle einer unwirksamen Bestimmung eine dieser Bestimmung möglichst nahekommende wirksame Regelung zu treffen.

Radolfzell April 12, 2010

Ort, Datum / Place, Date

/s/ Dr. Wolfgang Bosch

Dr. Wolfgang Bosch

(handelnd als Vorsitzender des Aufsichtsrats im Namen der / acting as  
chairman of the supervisory board on behalf of Allweiler AG)

## 12. Miscellaneous

12.1 The German version of this Termination Agreement shall prevail.

12.2 This Termination Agreement shall be governed by German law.

12.3 Should a provision of this Termination Agreement be invalid, the validity of the remaining provisions shall not be affected. The Parties undertake to replace an invalid provision with a valid one which comes as close as possible to that provision.

Radolfzell April 12, 2010

Ort, Datum / Place, Date

/s/ Dr. Michael Matros

Dr. Michael Matros

**Anlage 1/Annex 1**

Dr. Michael Matros  
Dorfstrasse 19  
78345 Moos

An/To  
Den Aufsichtsrat der/the supervisory board of Allweiler AG  
z.Hd./attn. Dr. Wolfgang Bosch  
(Aufsichtsratsvorsitzender / Chairman of the Supervisory Board)  
Allweilerstraße 1  
78315 Radolfzell

Radolfzell, April 12, 2010

**Amts niederlegung**

Sehr geehrter Herr Dr. Bosch,

Hiermit lege ich mein Amt als Vorstandsmitglied der Allweiler AG mit Wirkung zum 12. April 2010 aus wichtigem Grund nieder.

Mit freundlichen Grüßen

**Resignation from office**

Dear Dr. Bosch,

I herewith resign from my office as member of the management board of Allweiler AG with effect as from April 12, 2010 for good cause.

Yours sincerely,

/s/ Dr. Michael Matros

Dr. Michael Matros

Das Amtsniederlegungsschreiben habe ich erhalten./I have received the letter regarding resignation from office.

Radolfzell, April 12, 2010





Colfax Corporation

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**FOR IMMEDIATE RELEASE**

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**COLFAX NAMES ARNE FORSLUND SENIOR VICE PRESIDENT OF EUROPE, MIDDLE EAST, AFRICA AND ASIA**

**Richmond, VA, April 13, 2010** – Colfax Corporation (NYSE: CFX), a global leader in fluid-handling solutions for critical applications, today announced that Arne Forslund has been promoted to the newly-created position of Senior Vice President – Europe, Middle East, Africa and Asia effective immediately. He will also be responsible for the Company’s global commercial marine strategy. Forslund was most recently Managing Director of Colfax subsidiary Imo AB in Sweden. Michael Matros, Senior Vice President and General Manager – Allweiler, has resigned and is expected to remain as an advisor to the Company.

Clay H. Kiefaber, President and CEO of Colfax said, “Arne has extensive experience in leading global businesses and implementing lean manufacturing processes. I’m confident he will be very instrumental in further driving the Colfax Business System throughout the Company to help us achieve our long-term goals.”

Forslund joined Colfax in 2009 and was previously President and CEO of NOTE AB, a publicly traded provider of electronics manufacturing services based in Sweden with operations in Europe and China. Prior to joining NOTE in 2005, he was Operations Director Europe for Teleflex Morse. From 2000 to 2003, Forslund served in several increasingly senior positions for Danaher Corporation including Global Manufacturing Strategy Manager for Danaher Motion and President of Danaher Motion Special Purpose Systems in Sweden.

**About Colfax Corporation**

Colfax Corporation is a global leader in critical fluid-handling products and technologies. Through its global operating subsidiaries, Colfax manufactures positive displacement industrial pumps and valves used in oil & gas, power generation, commercial marine, defense and general industrial markets. Colfax’s operating subsidiaries supply products under the well-known brands Allweiler, Fairmount Automation, Houttuin, Imo, LSC, Portland Valve, Tushaco, Warren and Zenith. Colfax is traded on the NYSE under the ticker “CFX.” Additional information about Colfax is available at [www.colfaxcorp.com](http://www.colfaxcorp.com).

**Cautionary Note Concerning Forward-Looking Statements**

This press release may contain forward-looking statements, including forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Such forward-looking statements include, but are not limited to, statements concerning Colfax’s plans, objectives, expectations and intentions and other statements that are not historical or current facts. Forward-looking statements are based on Colfax’s current expectations and involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied in such forward-looking statements. Factors that could cause Colfax’s results to differ materially from current expectations include, but are not limited to factors detailed in Colfax’s reports filed with the U.S. Securities and Exchange Commission as well as its Annual Report on Form 10-K under the caption “Risk Factors”. In addition, these statements are based on a number of assumptions that are subject to change. This press release speaks only as of this date. Colfax disclaims any duty to update the information herein.



The term “Colfax” in reference to the activities described in this press release may mean one or more of Colfax's global operating subsidiaries and/or their internal business divisions and does not necessarily indicate activities engaged in by Colfax Corporation.

