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): November 8, 2017

ESCO TECHNOLOGIES INC.
(Exact Name of Registrant as Specified in Charter)

Missouri (State or Other Jurisdiction of Incorporation)	1-10596 (Commission File Number)	43-1554045 (I.R.S. Employer Identification No.)

9900A Clayton Road, St. Louis, Missouri (Address of Principal Executive Offices)	63124-1186 (Zip Code)

Registrant's telephone number, including area code: 314-213-7200

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 240.113d-4 (c))

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

Emerging growth company ☐

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

Item 2.02 Results of Operations and Financial Condition

Today, November 14, 2017, the Registrant ("Company") is issuing a press release (furnished as Exhibit 99.1 to this report) announcing its financial and operating results for the fourth quarter and fiscal year ended September 30, 2017. See Item 7.01, Regulation FD Disclosure, below.

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

Election of New Director and Reclassification of Directors

Effective November 8, 2017 the registrant's Board of Directors, by unanimous written consent pursuant to Section 3.1 of its Bylaws, increased the authorized size of its Board of Directors from seven to eight members and elected Mr. Patrick M. Dewar, age 57, as a director to fill the vacancy thereby created.

Mr. Dewar currently serves as Chief Executive of The Trenton Group LLC, headquartered in Trenton, New Jersey. Previously, Mr. Dewar spent 34 years in the Aerospace Sector with GE Aerospace and Lockheed Martin, where he created and led Lockheed Martin International as an Executive Vice President managing over $10 billion in annual revenue. He holds a Master of Science degree in Electrical Engineering from Drexel University as well as a Bachelor of Science degree in Engineering from Swarthmore College. Mr. Dewar is a member of the Council of Foreign Relations and serves as a senior advisor to numerous investment firms on Aerospace & Defense matters.

Mr. Dewar was selected to serve the Company as his extensive strategic and operational experience in the aerospace and defense markets will allow him to assist the board in guiding strategy from the highest level. The Board of Directors performed extensive diligence in its search, including utilizing a globally recognized executive search firm.

Mr. Dewar will receive compensation for his service on the Board of Directors and its Committees pursuant to the Registrant's Compensation Plan for Non-Employee Directors, as amended, on the same basis as the Registrant's other directors; provided that his cash compensation for the remainder of calendar 2017 will be prorated at 25% of a full year's fees, and on or about November 17, 2017 he will receive a standard directors' quarterly stock award of 900 shares for the fourth quarter of calendar 2017.

Mr. Dewar was designated as a Class III Director, to serve for a term ending at the 2020 Annual Meeting of Shareholders. He will also serve on the Audit and Finance Committee of the Board of Directors. In order to retain equality of size among the three director classes as nearly as practicable, Mr. Larry .Solley, previously a Class III director, was reclassified as a Class II Director to serve for a term ending at the 2019 annual meeting of shareholders.

Amendments to Performance Compensation Plan

On November 9, 2017 the Compensation and Human Resources Committee of the registrant's Board of Directors amended and restated the registrant's Performance Compensation Plan for selected corporate and subsidiary officers and key managers (the "PCP"), including the registrant's executive officers. The PCP had last been amended in 2016. The amendments do not increase the amounts or change the forms of compensation which may be paid to the eligible officers or managers, but primarily expand the terms of the PCP to allow awards under the PCP to qualify for favorable treatment as "performance-based compensation" under Section 162(m) of the Internal Revenue Code (Section 162(m) Awards"). Prior to the amendment, Section 162(m) Awards could be made only under the registrant's separate Incentive Compensation Plan (the "ICP"). The purpose for the amendments was to permit future performance-based cash incentive awards, including those made to the registrant's executive officers on November 9, 2017 described in the next section, to be made under a single plan, the PCP, rather than having to be divided between the PCP and the ICP based on whether they were intended to qualify as Section 162(m) Awards. It is the registrant's current intention not to make any future awards under the ICP. A copy of the PCP as restated to incorporate the amendments is attached to this report as Exhibit 10.1, and a copy of the restated PCP marked to indicate the principal substantive changes from the previous version is attached as Exhibit 10.2.

Fiscal 2018 Executive Officer Base Salaries and Cash Incentive Compensation

On November 9, 2017, the Human Resources and Compensation Committee (the "Committee") of the Company's Board of Directors approved the following fiscal 2018 base salaries and target cash incentive compensation opportunities for its executive officers:

Officer	Fiscal 2018 Base Salary	% Increase from Fiscal 2017	Fiscal 2018 Target Cash Incentive Compensation	% Increase from Fiscal 2017
Victor L. Richey	$ 824,500	None	$ 788,000	7.4%
Gary E. Muenster	$ 550,000	None	$ 446,700	8.2%
Alyson S. Barclay	$ 337,500	3.5%	$ 209,000	3.5%

For fiscal 2018 the Committee determined to allocate 100% of the executive officers' cash incentive compensation opportunity to the PCP, as amended (see above). The Committee also approved the fiscal 2018 performance criteria for determining the percentage of such target incentive compensation opportunity that will actually be earned by the executive officers, depending on actual fiscal 2018 results compared to the criteria. The Committee established two performance criteria for fiscal 2018: earnings per share (EPS), weighted at 70% of the total target opportunity, and cash flow, weighted at 30% of the total target opportunity. The actual cash incentive compensation payable under the PCP for fiscal 2018 will range from 0.0 to 2.0 times the target opportunity for EPS and 0.2 to 2.0 times the target opportunity for cash flow, depending on actual 2018 performance, based on a separate matrix for each of the measures.

Item 7.01 Regulation FD Disclosure

Today, November 14, 2017, the Registrant is issuing a press release (Exhibit 99.1) announcing its financial and operating results for the fiscal year ended September 30, 2017. The Registrant will conduct a related Webcast conference call today at 4:00 p.m. Central Time. This press release will be posted on the Registrant's web site located at http://www.escotechnologies.com. It can be viewed through the "Investor Relations" page of the web site under the tab "Press Releases," although the Registrant reserves the right to discontinue that availability at any time.

Item 8.01 Other Events

On November 9, 2017 the Compensation and Human Resources Committee of the registrant's Board of Directors amended and restated the registrant's Compensation Plan for Non-Employee Directors (the "Plan"), which had last been amended in 2014. The amendments do not increase the amounts or change the forms of compensation which may be paid to the registrant's non-employee directors, but primarily expand and clarify the terms of the Plan relating to the forms and times of directors' compensation payments, the method and timing of directors' elections to defer compensation, and the timing and payout of deferred compensation payments, and add provisions designed to ensure compliance with income tax provisions relating to deferred compensation. A copy of the Plan as restated to incorporate the amendments is attached to this report as Exhibit 10.3.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Performance Compensation Plan for selected corporate and subsidiary officers and key managers, as amended through November 9, 2017

10.2	Performance Compensation Plan for selected corporate and subsidiary officers and key managers, as amended through November 9, 2017, marked to indicate the principal substantive changes from the previous version
10.3	Compensation Plan for Non-Employee Directors, as amended through November 8, 2017
99.1	Press Release dated November 14, 2017

Other Matters

The information in this report furnished pursuant to Item 2.02 and Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 as amended ("Exchange Act") or otherwise subject to the liabilities of that section, unless the Registrant incorporates it by reference into a filing under the Securities Act of 1933 as amended or the Exchange Act.

References to the Registrant's web site address are included in this Form 8-K and the press release only as inactive textual references, and the Registrant does not intend them to be active links to its web site. Information contained on the Registrant's web site does not constitute part of this Form 8-K or the press release.

SIGNATURE

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

Date: November 14, 2017

ESCO TECHNOLOGIES INC.

By: /s/Gary E. Muenster
Gary E. Muenster
Executive Vice President
and Chief Financial Officer

EXHIBIT 10.1

ESCO TECHNOLOGIES INC.

PERFORMANCE COMPENSATION PLAN

Adopted August 2, 1993

As Amended and Restated through November 9, 2017

I. AUTHORITY AND PURPOSE.

A. This ESCO Technologies Inc. Performance Compensation Plan ("Plan") has been adopted by the Committee pursuant to the authority granted to the Committee under the ESCO Technologies Inc. 2013 Incentive Compensation Plan (the "2013 Plan"), in order to provide a common framework for certain performance-based cash awards awarded and to be awarded pursuant to the 2013 Plan. This Plan and any awards granted hereunder are subject in all respects to the terms, restrictions and limitations specified in the 2013 Plan.

B. The purpose of the Plan is to provide an annual incentive plan for selected corporate and subsidiary officers and key managers which is based upon the performance of ESCO Technologies Inc. (the "Company") and/or its Subsidiaries during a Fiscal Year. In particular, the Plan is designed to (a) tie a specific portion of the compensation of selected officers and managers of the Company and Subsidiaries to specified performance criteria for a given Fiscal Year, and (b) enhance the Company's ability to stay competitive with general industry trends in executive compensation.

II. DEFINITIONS.

In this Plan, the following capitalized terms shall have the following meanings unless the context clearly requires otherwise:

(a) "Board of Directors" means the Board of Directors of the Company.

(b) "Chief Executive Officer" means the Chief Executive Officer of the Company.

(c) "Committee" means the Human Resources and Compensation Committee of the Board of Directors.

(d) "Covered Employee" means, as of any date, (i) any individual who, with respect to the previous Fiscal Year, was a "covered employee" of the Company within the meaning of Section 162(m) of the Code and the Regulations promulgated thereunder; provided, however, that the term "Covered Employee" shall not include any such individual who is designated by the Committee, in its discretion, at the time of any award under the Plan or at any subsequent time, as reasonably expected not to be such a "covered employee" with respect to the current Fiscal Year or to the Fiscal Year in which any applicable award hereunder will be paid, and (ii) any individual who is designated by the Committee, in its discretion, at the time of any award or at any subsequent time, as reasonably expected to be such a "covered employee" with respect to the current Fiscal Year or with respect to the Fiscal Year in which any applicable award hereunder will be paid, and(iii) any other person who is defined as a "covered employee" under Section 162(m) of the Internal Revenue Code of 1986, as amended.

(e) "Fiscal Year" means the fiscal year of the Company, which is currently the twelve-month period beginning October 1 and ending September 30.

(f) "Participant" means an employee of the Company or a Subsidiary who has been selected by the Committee to participate in the Plan.

(g) "Performance Compensation Award" or "Award" means the target amount a Participant is eligible to receive under the Plan for a Fiscal Year subject to specified performance criteria.

(h) "Performance Compensation Payment" or "Payment" means the amount actually payable to a Participant based on the target amount for such Participant and the satisfaction of the performance criteria applicable to such Participant.

(i) "Plan Administrator" means the Company's Vice President–Human Resources or other Company officer designated by the Committee.

(j) "Subsidiary" means any corporation, partnership or other entity a majority of whose equity interests are owned directly or indirectly by the Company.

III. ELIGIBILITY, APPROVAL AND ISSUANCE OF AWARDS.

Participation in the Plan is limited to those employees of the Company and Subsidiaries selected by the Committee upon recommendation by the Chief Executive Officer. During the first 90 days of each Fiscal Year, the Chief Executive Officer shall submit to the Committee (i) a proposed list for each Subsidiary and the Company of the Participants and their corresponding Performance Compensation Awards for that Fiscal Year, and (ii) the proposed performance criteria to be used for determining Payments based on the Awards, which may include but, except in the case of 162(m) Awards, need not be limited to the performance criteria listed in Subsection IV.B. Upon approval of the Awards and the associated performance criteria by the Committee, the Plan Administrator shall make arrangements to ensure that each Participant is notified of the amount of his or her Performance Compensation Award as well as the performance criteria and the other terms and conditions applicable to the Award. Additions or deletions to the list of Participants during a Fiscal Year shall be made only in the event of an unusual circumstance, such as a promotion, layoff, disability, death, new hire, termination, or retirement.

IV. 162(m) AWARDS.

A. Discretion to Make 162(m) Awards. The Committee shall have the discretion to designate any Award granted to a Covered Employee as "performance-based compensation" pursuant to section 162(m) of the Code (a "162(m) Award"). The Committee has complete discretion concerning whether a particular Award should be qualified as a 162(m) Award, and in any Fiscal Year a Covered Employee may receive both 162(m) Awards and Awards that are not 162(m) Awards. Each 162(m) Award shall be subject to the additional provisions set forth below.

B. Performance Criteria for 162(m) Awards. The performance criteria for any 162(m) Award shall consist of objective tests based on one or more of the following: earnings per share; adjusted earnings per share; sales; earnings; cash flow; profitability; customer satisfaction; investor relations; revenues; financial return ratios; market performance; shareholder return and/or value; operating profits (including earnings before income taxes, depreciation and amortization); net profits; earnings per share growth; profit returns and margins; stock price; working capital; business trends; production cost; project milestones; plant and equipment performance; safety performance; environmental performance; gross margin; operating margin; net margin; expense margins; EBIT margin; EBIT growth; EBITDA margin; EBITDA growth; adjusted EBITDA; NOPAT margin; net assets; working capital; asset turnover; working capital turnover; accounts receivable turnover; accounts payable turnover; inventory turnover; inventory days outstanding; accounts receivable days outstanding; accounts payable days outstanding; debt to equity; debt to capital; current ratio; return on equity; return on assets; return on net assets; return on invested capital; return on gross assets; return on tangible assets; cash flow return on investment; cash value added; price to earnings ratio; market to book ratio; market to capital ratio; cost of capital; cost of debt; cost of equity; market risk premium; stock price appreciation; total shareholder return; economic value added; economic profit; sales growth percentage; EPS growth percentage; cash flow growth year over year; return on total capital, or any combination of the foregoing. Performance criteria may be measured solely on a corporate, subsidiary, business unit or individual basis, or a combination thereof; may be measured in absolute levels or relative to another company or companies, a peer group, an index or indices or Company performance in a previous period; and may be measured annually or over a longer period of time.

C. Establishment of Performance Goals for 162(m) Awards. The performance goals for each 162(m) Award and the amount payable if those goals are met shall be established in writing for each specified period of performance by the Committee no later than 90 days after the commencement of the period of service to which the performance goals relate and while the outcome of whether or not those goals will be achieved is substantially uncertain. However, in no event will such goals be established after 25% of the period of service to which the goals relate has elapsed.

D. Limitations on 162(m) Awards. In any Fiscal Year, no Covered Employee may receive aggregate distributions of more than $2,500,000 from 162(m) Awards.

V. DETERMINATION OF MINIMUM PAYMENT AMOUNTS.

Prior to the end of each Fiscal Year, the Committee, after consultation with the Plan Administrator and on behalf of the Board of Directors and the management of each Subsidiary, shall determine the minimum aggregate amount of Payments to be made by the Company and each Subsidiary pursuant to the Awards granted under the Plan for that Fiscal Year, other than Payments to be made pursuant to 162(m) Awards which will be determined only after the end of the fiscal year.

VI. DETERMINATION OF PAYMENTS.

A. Payments shall be based upon the degree to which the actual performance of the Company and/or Subsidiary exceeds, satisfies or fails to satisfy the predetermined performance criteria established by the Company for that Award. As soon as practicable after the end of each Fiscal Year, the Committee shall determine the Payment to each Participant based on attainment of the performance criteria for the Participant's Awards for such Fiscal Year. The Chief Executive Officer shall submit to the Committee a proposed Performance Compensation Payment summary for each Subsidiary and the Company which shall include (i) the actual performance of the Subsidiary and the Company during the Fiscal Year compared to the respective performance criteria previously established for the Subsidiary and the Company Participants for such Fiscal Year, and (ii) the resulting proposed Payments; provided, that the Committee may, following such submission, consider the further recommendations of the Chief Executive Officer. Final determination of the amount of each Participant's Performance Compensation Payment (if any) as well as the total Payments under the Plan for each Fiscal Year shall be the responsibility of the Committee.

B. The recommended Performance Compensation Payment to a Participant may be denied, or adjusted upward or downward by the Committee as in the Committee's discretion is prudent and advisable based upon its assessment of the Participant's performance and the Company's or Subsidiary's performance, as applicable, during the Fiscal Year; provided that under no circumstances may the Committee use discretion to increase the amount payable to a Participant under a 162(m) Award; and provided further that the total of all Performance Compensation Payments for the Fiscal Year other than Payments under 162(m) Awards shall be no less than the minimum determined by the Committee in accordance with Section V.

VII. MANNER OF AND TIME FOR PAYMENTS.

Once the Payments have been approved by the Committee pursuant to Section VI, the Plan Administrator shall take the necessary actions to notify each Participant of the amount of his or her Performance Compensation Payment. Performance Compensation Payments will be made through payroll not later than 2½ months following the end of each Fiscal Year. The Company shall withhold from each Payment all taxes required to be withheld by any federal, state or local government and any other applicable deductions authorized by the Participant.

VIII. DESIGNATION OF BENEFICIARY.

Each Participant shall have the right to designate a beneficiary, and to change such beneficiary from time to time, by filing a request in writing with the Plan Administrator. If a Participant dies after the end of the Fiscal Year but prior to receiving the Payment due for such Fiscal Year, the Payment will be paid to the Participant's designated beneficiary at the time such amount would have been paid to the Participant, subject to Section VII. In the event the Participant has not designated a beneficiary, or in the event a beneficiary predeceases the Participant, the amount otherwise payable to such beneficiary shall be paid to the person in, or divided equally among the persons in, the first of the following classes of successive preference beneficiaries in which there shall be any person surviving such Participant:

(1) The Participant's spouse;

(2) The Participant's children; or

(3) The Participant's executors or administrators;

provided that any amount payable to a minor may instead be paid to such adult or adults as, in the sole opinion of the Plan Administrator, are primarily responsible for the custody and support of such minor.

IX. ADMINISTRATION OF THE PLAN.

The Committee has the sole responsibility for overall administration and control of the Plan, including the selection of Participants, the amounts of Awards, the selection and approval of performance criteria, the determination of the minimum total Payments under the Plan for each Fiscal Year, the satisfaction of performance criteria, and the final determination of Payments to each Participant. The Plan Administrator shall be responsible for implementing the actions required under the Plan.

X. VESTING.

A Participant must be in the employ of the Company or a Subsidiary on the date a Performance Compensation Payment of an Award is made pursuant to Section VII in order to be eligible for Payment pursuant to the Award. Notwithstanding the foregoing, however, in the event that, either before or after the end of the Fiscal Year, a Participant's employment is terminated by reason of the Participant's death or disability, by the Company without cause, or by the Participant due to retirement on or after the age of 60, the Committee shall have the sole discretion as to whether the Participant shall be entitled to any Payment, and if so, the amount of such Payment, and any such amount shall be paid at the time determined pursuant to Section VII.

XI. AMENDMENT OR TERMINATION.

The Committee may amend or terminate the Plan at any time, but no amendment may impair any of the rights or obligations under any Award theretofore granted to a Participant under the Plan without such Participant's consent; provided, however, that notwithstanding the foregoing the Committee may amend the Plan or any Awards in such manner as it deems necessary to comply with the requirements of any applicable law, rule or regulation.

XII. MISCELLANEOUS.

A. All Payments under the Plan shall be made from the general assets of the Company or Subsidiary, as the case may be. To the extent any person acquires a right to receive a Payment under the Plan, such right shall be no greater than that of an unsecured general creditor of the Company or Subsidiary.

B. Nothing contained in the Plan and no action taken pursuant thereto shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company or a Subsidiary and any other person.

C. Except as provided in Section XIII, no amount payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, either voluntary or involuntary, and any attempt to so alienate, anticipate, sell, transfer, assign, pledge, encumber or charge the same shall be null and void. No such amount shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are or may be payable.

D. Nothing contained in the Plan is intended or shall be construed to confer upon any Participant the right to continue in the employ of the Company or a Subsidiary or to limit the right of a Participant's employer to discharge the Participant at any time, with or without cause.

E. The Plan shall be construed and administered in accordance with the laws of the State of Missouri, without regard to the principles of conflicts of law which might otherwise apply.

XIII. COVENANTS.

In the event that a Participant (i) during the period commencing upon receipt of any Performance Compensation Payment to the Participant and ending two (2) years after such receipt or (ii) at any time during the term of the Participant's employment by the Company or a Subsidiary:

(a) As an individual or as a partner, employee, agent, advisor, consultant or in any other capacity of or to any person, firm, corporation or other entity, directly or indirectly, carries on any business or becomes involved in any business activity, which (i) is competitive with the business of the Company or any Subsidiary, as presently conducted or as said business may evolve in the ordinary course, and (ii) is a business or business activity in which the Participant is engaged in the course of the Participant's employment with the Company or any Subsidiary, or

(b) As an individual or as a partner, employee, agent, advisor, consultant or in any other capacity of or to any person, firm, corporation or other entity, directly or indirectly, recruits, solicits or hires, or assists anyone else in recruiting, soliciting or hiring, any employee of the Company or any Subsidiary for employment with any competitor of the Company or any Subsidiary, or

(c) Induces or attempts to induce, or assists anyone else to induce or attempt to induce, any customer of the Company or any Subsidiary to discontinue its business with the Company or any Subsidiary, or

(d) Engages in the unauthorized use or disclosure of confidential information or trade secrets of the Company or any Subsidiary resulting in harm to the Company or any Subsidiary, or

(e) Engages in intentional misconduct resulting in a restatement of the Company's financials or in an increase in the Participant's Payment or other incentive or equity compensation,

(any conduct described in clauses XIII(a) through XIII(e) being referred to herein as "Misconduct"); then:

(A) In the case of Misconduct resulting in a restatement of the Company's financials described in clause XIII(e), the Company shall be entitled to recover from the Participant any Performance Compensation Payments made to the Participant during any period for which restatement of the Company's financials is required but not to exceed three years; and

(B) In the case of Misconduct described in clauses XIII(a) through XIII(d), or in the case of intentional Misconduct described in clause XIII(e) where the Misconduct results in an increase in the Participant's Payment or other incentive or equity compensation, the Company shall be entitled to recover from the Participant any Performance Compensation Payments made to the Participant during the three-year period preceding such Misconduct and during any period between such Misconduct and the Company's discovery thereof. The Committee shall have sole discretion in determining the amount that shall be recovered from the Participant under this Section XIII, provided that to the extent Performance Compensation Payments have been recovered by the Company under the Company's Dodd-Frank Act Recovery Policy such amounts shall not be recoverable pursuant to this Section XIII.

EXHIBIT 10.2

ESCO TECHNOLOGIES INC.

PERFORMANCE COMPENSATION PLAN

Adopted August 2, 1993

As Amended and Restated through November 9, 2017

[Marked to show principal additions (by underlining) and deletions (by strikethroughs) from the Plan as in effect prior to the November 9, 2017 amendments]

I. AUTHORITY AND PURPOSE.

A. This ESCO Technologies Inc. Performance Compensation Plan ("Plan") has been adopted by the Committee pursuant to the authority granted to the Committee under the ESCO Technologies Inc. 2013 Incentive Compensation Plan (the "2013 Plan"), in order to provide a common framework for certain performance-based cash awards awarded and to be awarded pursuant to the 2013 Plan. This Plan and any awards granted hereunder are subject in all respects to the terms, restrictions and limitations specified in the 2013 Plan.

B. The purpose of the Plan is to provide an annual incentive plan for selected corporate and subsidiary officers and key managers which is based upon the performance of ESCO Technologies Inc. (the "Company") and/or its Subsidiaries during a Fiscal Year. In particular, the Plan is designed to (a) tie a specific portion of the compensation of selected officers and managers of the Company and Subsidiaries to specified performance criteria for a given Fiscal Year, and (b) enhance the Company's ability to stay competitive with general industry trends in executive compensation.

II. DEFINITIONS.

In this Plan, the following capitalized terms shall have the following meanings unless the context clearly requires otherwise:

(a) "Board of Directors" means the Board of Directors of the Company.

(b) "Chief Executive Officer" means the Chief Executive Officer of the Company.

(c) "Committee" means the Human Resources and Compensation Committee of the Board of Directors.

(d) "Covered Employee" means, as of any date, (i) any individual who, with respect to the previous Fiscal Year, was a "covered employee" of the Company within the meaning of Section 162(m) of the Code and the Regulations promulgated thereunder; provided, however, that the term "Covered Employee" shall not include any such individual who is designated by the Committee, in its discretion, at the time of any award under the Plan or at any subsequent time, as reasonably expected not to be such a "covered employee" with respect to the current Fiscal Year or to the Fiscal Year in which any applicable award hereunder will be paid, and (ii) any individual who is designated by the Committee, in its discretion, at the time of any award or at any subsequent time, as reasonably expected to be such a "covered employee" with respect to the current Fiscal Year or with respect to the Fiscal Year in which any applicable award hereunder will be paid, and(iii) any other person who is defined as a "covered employee" under Section 162(m) of the Internal Revenue Code of 1986, as amended.

(e) "Fiscal Year" means the fiscal year of the Company, which is currently the twelve-month period beginning October 1 and ending September 30.

(f) "Participant" means an employee of the Company or a Subsidiary who has been selected by the Committee to participate in the Plan.

(g) "Performance Compensation Award" or "Award" means the target amount a Participant is eligible to receive under the Plan for a Fiscal Year subject to specified performance criteria.

(h) "Performance Compensation Payment" or "Payment" means the amount actually payable to a Participant based on the target amount for such Participant and the satisfaction of the performance criteria applicable to such Participant.

(i) "Plan Administrator" means the Company's Vice President–Human Resources or other Company officer designated by the Committee.

(j) "Subsidiary" means any corporation, partnership or other entity a majority of whose equity interests are owned directly or indirectly by the Company.

III. ELIGIBILITY, APPROVAL AND ISSUANCE OF AWARDS.

Participation in the Plan is limited to those employees of the Company and Subsidiaries selected by the Committee upon recommendation by the Chief Executive Officer. During the first 90 days of each Fiscal Year, the Chief Executive Officer shall submit to the Committee (i) a proposed list for each Subsidiary and the Company of the Participants and their corresponding Performance Compensation Awards for that Fiscal Year, and (ii) the proposed performance criteria to be used for determining Payments based on the Awards, which may include but, except in the case of 162(m) Awards, need not be limited to the performance criteria listed in Subsection IV.B. Upon approval of the Awards and the associated performance criteria by the Committee, the Plan Administrator shall make arrangements to ensure that each Participant is notified of the amount of his or her Performance Compensation Award as well as the performance criteria and the other terms and conditions applicable to the Award. Additions or deletions to the list of Participants during a Fiscal Year shall be made only in the event of an unusual circumstance, such as a promotion, layoff, disability, death, new hire, termination, or retirement.

IV. 162(m) AWARDS.

A. Discretion to Make 162(m) Awards. The Committee shall have the discretion to designate any Award granted to a Covered Employee as "performance-based compensation" pursuant to section 162(m) of the Code (a "162(m) Award"). The Committee has complete discretion concerning whether a particular Award should be qualified as a 162(m) Award, and in any Fiscal Year a Covered Employee may receive both 162(m) Awards and Awards that are not 162(m) Awards. Each 162(m) Award shall be subject to the additional provisions set forth below.

B. Performance Criteria for 162(m) Awards. The performance criteria for any 162(m) Award shall consist of objective tests based on one or more of the following: earnings per share; adjusted earnings per share; sales; earnings; cash flow; profitability; customer satisfaction; investor relations; revenues; financial return ratios; market performance; shareholder return and/or value; operating profits (including earnings before income taxes, depreciation and amortization); net profits; earnings per share growth; profit returns and margins; stock price; working capital; business trends; production cost; project milestones; plant and equipment performance; safety performance; environmental performance; gross margin; operating margin; net margin; expense margins; EBIT margin; EBIT growth; EBITDA margin; EBITDA growth; adjusted EBITDA; NOPAT margin; net assets; working capital; asset turnover; working capital turnover; accounts receivable turnover; accounts payable turnover; inventory turnover; inventory days outstanding; accounts receivable days outstanding; accounts payable days outstanding; debt to equity; debt to capital; current ratio; return on equity; return on assets; return on net assets; return on invested capital; return on gross assets; return on tangible assets; cash flow return on investment; cash value added; price to earnings ratio; market to book ratio; market to capital ratio; cost of capital; cost of debt; cost of equity; market risk premium; stock price appreciation; total shareholder return; economic value added; economic profit; sales growth percentage; EPS growth percentage; cash flow growth year over year; return on total capital, or any combination of the foregoing. Performance criteria may be measured solely on a corporate, subsidiary, business unit or individual basis, or a combination thereof; may be measured in absolute levels or relative to another company or companies, a peer group, an index or indices or Company performance in a previous period; and may be measured annually or over a longer period of time.

C. Establishment of Performance Goals for 162(m) Awards. The performance goals for each 162(m) Award and the amount payable if those goals are met shall be established in writing for each specified period of performance by the Committee no later than 90 days after the commencement of the period of service to which the performance goals relate and while the outcome of whether or not those goals will be achieved is substantially uncertain. However, in no event will such goals be established after 25% of the period of service to which the goals relate has elapsed.

D. Limitations on 162(m) Awards. In any Fiscal Year, no Covered Employee may receive aggregate distributions of more than $2,500,000 from 162(m) Awards.

V. DETERMINATION OF MINIMUM PAYMENT AMOUNTS.

Prior to the end of each Fiscal Year, the Committee, after consultation with the Plan Administrator and on behalf of the Board of Directors and the ~~Board of Directors~~ management of each Subsidiary, shall determine the minimum aggregate amount of Payments to be made by the Company and each Subsidiary pursuant to the Awards granted under the Plan for that Fiscal Year, other than Payments to be made pursuant to 162(m) Awards which will be determined only after the end of the fiscal year.

VI. DETERMINATION OF PAYMENTS.

A. Payments shall be based upon the degree to which the actual performance of the Company and/or Subsidiary exceeds, satisfies or fails to satisfy the predetermined performance criteria established by the Company for that Award. As soon as practicable after the end of each Fiscal Year, the Committee shall determine the Payment to each Participant based on attainment of the performance criteria for the Participant's Awards for such Fiscal Year. The Chief Executive Officer shall submit to the Committee a proposed Performance Compensation Payment summary for each Subsidiary and the Company which shall include (i) the actual performance of the Subsidiary and the Company during the Fiscal Year compared to the respective performance criteria previously established for the Subsidiary and the Company Participants for such Fiscal Year, and (ii) the resulting proposed Payments; provided, that the Committee may, following such submission, consider the further recommendations of the Chief Executive Officer. Final determination of the amount of each Participant's Performance Compensation Payment (if any) as well as the total Payments under the Plan for each Fiscal Year shall be the responsibility of the Committee.

B. The recommended Performance Compensation Payment to a Participant may be denied, or adjusted upward or downward by the Committee as in the Committee's ~~sole judgment~~ discretion is prudent and advisable based upon its assessment of the Participant's performance and the Company's or Subsidiary's performance, as applicable, during the Fiscal Year; provided that under no circumstances may the Committee use discretion to increase the amount payable to a Participant under a 162(m) Award; and provided further that the total of all Performance Compensation Payments for the Fiscal Year other than Payments under 162(m) Awards shall be no less than the minimum determined by the Committee in accordance with Section V.

VII. MANNER OF AND TIME FOR PAYMENTS.

Once the Payments have been approved by the Committee pursuant to Section VI, the Plan Administrator shall take the necessary actions to notify each Participant of the amount of his or her Performance Compensation Payment. Performance Compensation Payments will be made through payroll ~~by December 15th~~ not later than 2½ months following the end of each Fiscal Year. The Company shall withhold from each Payment all taxes required to be withheld by any federal, state or local government and any other applicable deductions authorized by the Participant.

VIII. DESIGNATION OF BENEFICIARY.

Each Participant shall have the right to designate a beneficiary, and to change such beneficiary from time to time, by filing a request in writing with the Plan Administrator. If a Participant dies after the end of the Fiscal Year but prior to receiving the Payment due for such Fiscal Year, the Payment will be paid to the Participant's designated beneficiary at the time such amount would have been paid to the Participant, subject to Section VII. In the event the Participant has not designated a beneficiary, or in the event a beneficiary predeceases the Participant, the amount otherwise payable to such beneficiary shall be paid to the person in, or divided equally among the persons in, the first of the following classes of successive preference beneficiaries in which there shall be any person surviving such Participant:

(1) The Participant's spouse;

(2) The Participant's children; or

(3) The Participant's executors or administrators;

provided that any amount payable to a minor may instead be paid to such adult or adults as, in the sole opinion of the Plan Administrator, are primarily responsible for the custody and support of such minor.

IX. ADMINISTRATION OF THE PLAN.

The Committee has the sole responsibility for overall administration and control of the Plan, including the selection of Participants, the amounts of Awards, the selection and approval of performance criteria, the determination of the minimum total Payments under the Plan for each Fiscal Year, the satisfaction of performance criteria, and the final determination of Payments to each Participant. The Plan Administrator shall be responsible for implementing the actions required under the Plan.

X. VESTING.

A Participant must be in the employ of the Company or a Subsidiary on the date a Performance Compensation Payment of an Award is made pursuant to Section VII in order to be eligible for Payment pursuant to the Award. Notwithstanding the foregoing, however, in the event that, either before or after the end of the Fiscal Year, a Participant's employment is terminated by reason of the Participant's death or disability, by the Company without cause, or by the Participant due to retirement on or after the age of 60, the Committee shall have the sole discretion as to whether the Participant shall be entitled to any Payment, and if so, the amount of such Payment, and any such amount shall be paid at the time determined pursuant to Section VII.

XI. AMENDMENT OR TERMINATION.

The Committee may amend or terminate the Plan at any time, but no amendment may impair any of the rights or obligations under any Award theretofore granted to a Participant under the Plan without such Participant's consent; provided, however, that notwithstanding the foregoing the Committee may amend the Plan or any Awards in such manner as it deems necessary to comply with the requirements of any applicable law, rule or regulation.

XII. MISCELLANEOUS.

A. All Payments under the Plan shall be made from the general assets of the Company or Subsidiary, as the case may be. To the extent any person acquires a right to receive a Payment under the Plan, such right shall be no greater than that of an unsecured general creditor of the Company or Subsidiary.

B. Nothing contained in the Plan and no action taken pursuant thereto shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company or a Subsidiary and any other person.

C. Except as provided in Section XIII, no amount payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, either voluntary or involuntary, and any attempt to so alienate, anticipate, sell, transfer, assign, pledge, encumber or charge the same shall be null and void. No such amount shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are or may be payable.

D. Nothing contained in the Plan is intended or shall be construed to confer upon any Participant the right to continue in the employ of the Company or a Subsidiary or to limit the right of a Participant's employer to discharge the Participant at any time, with or without cause.

E. The Plan shall be construed and administered in accordance with the laws of the State of Missouri, without regard to the principles of conflicts of law which might otherwise apply.

XIII. COVENANTS.

In the event that a Participant (i) during the period commencing upon receipt of any Performance Compensation Payment to the Participant and ending two (2) years after such receipt or (ii) at any time during the term of the Participant's employment by the Company or a Subsidiary:

(a) As an individual or as a partner, employee, agent, advisor, consultant or in any other capacity of or to any person, firm, corporation or other entity, directly or indirectly, carries on any business or becomes involved in any business activity, which (i) is competitive with the business of the Company or any Subsidiary, as presently conducted or as said business may evolve in the ordinary course, and (ii) is a business or business activity in which the Participant is engaged in the course of the Participant's employment with the Company or any Subsidiary, or

(b) As an individual or as a partner, employee, agent, advisor, consultant or in any other capacity of or to any person, firm, corporation or other entity, directly or indirectly, recruits, solicits or hires, or assists anyone else in recruiting, soliciting or hiring, any employee of the Company or any Subsidiary for employment with any competitor of the Company or any Subsidiary, or

(c) Induces or attempts to induce, or assists anyone else to induce or attempt to induce, any customer of the Company or any Subsidiary to discontinue its business with the Company or any Subsidiary, or

(d) Engages in the unauthorized use or disclosure of confidential information or trade secrets of the Company or any Subsidiary resulting in harm to the Company or any Subsidiary, or

(e) Engages in intentional misconduct resulting in a restatement of the Company's financials or in an increase in the Participant's Payment or other incentive or equity compensation,

(any conduct described in clauses XIII(a) through XIII(e) being referred to herein as "Misconduct"); then:

(A) In the case of Misconduct resulting in a restatement of the Company's financials described in clause XIII(e), the Company shall be entitled to recover from the Participant any Performance Compensation Payments made to the Participant during any period for which restatement of the Company's financials is required but not to exceed three years; and

(B) In the case of Misconduct described in clauses XIII(a) through XIII(d), or in the case of intentional Misconduct described in clause XIII(e) where the Misconduct results in an increase in the Participant's Payment or other incentive or equity compensation, the Company shall be entitled to recover from the Participant any Performance Compensation Payments made to the Participant during the three-year period preceding such Misconduct and during any period between such Misconduct and the Company's discovery thereof. The Committee shall have sole discretion in determining the amount that shall be recovered from the Participant under this Section XIII, provided that to the extent Performance Compensation Payments have been recovered by the Company under the Company's Dodd-Frank Act Recovery Policy such amounts shall not be recoverable pursuant to this Section XIII.

EXHIBIT 10.3

ESCO TECHNOLOGIES INC.

COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS

Restated to reflect all amendments through November 8, 2017

1. Purpose. The purpose of the Plan is to enable ESCO Technologies Inc. (the "Company") to compensate each non-employee member of the board of directors of the Company (such board of directors hereinafter referred to as the "Board" and each such non-employee member of the Board hereinafter referred to as the "Director") who contributes to the Company's success by his or her ability, ingenuity and knowledge, and to better ensure that the interests of such Director are more closely aligned with the interests of the Company's shareholders by paying a significant portion of his or her compensation in shares of the Company's common stock ("Common Stock").

2. Payment of Annual Retainer.

(a) Each Director shall receive an annual retainer fee (the "Retainer Fee") in an amount determined from time to time by action of the Human Resources and Compensation Committee of the Board ("HRCC"). The HRCC shall also determine from time to time the frequency of the payments and distributions of the Retainer Fee.

(b) The HRCC shall also determine what portion (if any) of the Retainer Fee shall be payable in cash (the "Cash Portion of the Retainer Fee"), and what portion (if any) of the Retainer Fee shall be distributed in shares of Common Stock (the "Stock Portion of the Retainer Fee"). The Stock Portion of the Retainer Fee shall be either a predetermined number of shares of Common Stock or a number of shares of Common Stock having an aggregate Fair Market Value as of the date on which the Stock Portion of the Retainer Fee is to be distributed. For purposes of this Plan, "Fair Market Value" as of a given date shall mean the closing price of the Common Stock on the New York Stock Exchange on such date, or if such date is not a trading day on the New York Stock Exchange, then on the last previous trading day. Distribution of the Stock Portion of the Retainer Fee to each Director shall occur promptly after the beginning of the year for which it is paid. A new Director elected to the Board and serving as a Director for a partial year may be awarded only a portion of the Cash Portion of the Retainer Fee and or Stock Portion of the Retainer Fee as determined by the HRCC.

(c) To be entitled to a Retainer Fee, a Director must be serving on the Board on both the day the Cash Portion of the Retainer Fee is paid and on the day the Stock Portion of the Retainer Fee is distributed.

3. Other Cash Compensation. In addition to payment of the Retainer Fee provided for in Section 2, each Director shall be paid such additional cash fees for service as chairman of a committee or service as lead director and/or such other fees as may be approved by the HRCC from time to time.

4. Deferral of Compensation.

(a) Election to Defer. Directors may elect to defer the receipt of (i) all (but not less than all) of the Cash Portion of the Retainer Fee and other cash compensation (together, "Cash Compensation") and/or (ii) all (but not less than all) of the Stock Portion of the Retainer Fee ("Stock Compensation"), in each case by executing and delivering an election form to the Company no later than the end of the calendar year preceding the calendar year in which such amounts will be earned and subject to such other conditions as the HRCC shall determine. Any new Director may make such elections at any time up to 30 days after the date he or she becomes a Director, for Cash Compensation and/or Stock Compensation paid after the effective date of the election form. Any new deferral election form filed by a Director shall apply only to Cash Compensation and/or Stock Compensation earned after the calendar year in which such new election form is filed and shall be irrevocable as to amounts earned in the following calendar year, or in the case of an election by a new Director made in the same calendar year that he or she joins the Board such deferral election shall be irrevocable for the remainder of the calendar year. An election to defer receipt of the Cash Compensation and/or the Stock Compensation shall remain in effect until a new election form is delivered to the Company, provided that once distributions have commenced no further deferrals may be elected.

(b) Deferred Compensation Account.

(i) The Company shall establish a deferred compensation bookkeeping account (the "Account") for each Director electing to defer Cash Compensation and/or Stock Compensation. As of the date Cash Compensation or Stock Compensation would otherwise be paid to the Director (absent the deferral election), the Company shall credit to the Account the amount of Cash Compensation and/or Stock Compensation which the Director has elected to defer. The credit shall be in stock equivalents ("Stock Equivalents") only, determined as follows:

(A) For each share of Common Stock which the Director elects to defer, the Company shall credit the Account with one Stock Equivalent.

(B) For any Cash Compensation which the Director elects to defer, the Company shall credit the Account with that number of Stock Equivalents equal to the dollar amount of such compensation, divided by the Fair Market Value per share of the Common Stock as of the day such Cash Compensation would otherwise have been paid.

(ii) The Account shall be credited, as of the payment date of any cash dividends paid on Common Stock, with additional Stock Equivalents equal to the product of the per share dividend and the number of Stock Equivalents credited to the Account and dividing such product by the Fair Market Value per share of the Common Stock as of the dividend payment date. The Account shall be credited, as of the payment date of any stock dividends paid on Common Stock with additional Stock Equivalents equal to the product of the per share dividend and the number of Stock Equivalents credited to the Account.

(c) Distribution of Deferred Compensation Account.

(i) Except as otherwise provided in the Plan, the balance in the Account shall be distributed to the Director, or in the case of installment payments, the installments shall begin, on the date which the Director has specified on the election form; provided, however, that such distributions must begin no later than the Director's 65th birthday or upon termination of the Director's service as a Director, whichever is later. Distributions shall be made in cash and/or in shares of Common Stock as the Director has specified on the election form; provided that the portion of the Account representing deferrals of the Stock Portion of the Retainer Fee may only be distributed in the form of Common Stock.

(ii) Distributions shall be made either in a lump sum or, as specified on the Director's election form, in quarterly, semi-annual or annual installments, over a period not to exceed 5 years from the Commencement Date; provided, that Common Stock may not be distributed more frequently than semi-annually. An election to change the medium (i.e. cash or stock) of distribution with respect to the Account must be received by the Company prior to January 1 of the calendar year in which distributions are to be made pursuant to such election and must be approved in advance by the HRCC. An election to change the form (lump sum or installments) or the timing of distributions with respect to the Account must be approved in advance by the HRCC and (A) in the case of any such elections which were received by the Company prior to January 1, 2008, applied only to amounts that would not otherwise have been payable in 2007 and would not have caused an amount to be paid in 2007 that would not otherwise have been payable in 2007, and (B) in the case of any other such election, must be received by the Company at least one year prior to the date such distribution would otherwise be made or commence, and payment or commencement of such distribution shall be deferred for a period of five years (or such longer period elected by the Director) from the date such distribution would otherwise have been made or commenced.

(iii) Notwithstanding the provisions of any election under paragraph 4(c)(i) or 4(c)(ii):

(A) If the Director's service on the Board terminates by reason of the Director's death, the balance in the Account (determined in accordance with paragraph 4(c)(i) as of the date of death) shall be payable in a lump sum in cash on a date selected by the Company occurring within 30 days after January 1 of the following calendar year.

(B) If the Director's service on the Board terminates by reason of the Director's disability (as hereafter defined), the balance in the Account (determined in accordance with paragraph 4(c)(i) as of the date of disability) shall be paid in a lump sum in cash on a date selected by the Company which is within 30 days following the Director's disability. For this purpose, disability means only the Director's inability to engage in any substantial gainful activity (including but not limited to service on the Board) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(iv) The amount of each distribution from the Account shall be determined as follows:

(A) If in cash, the distribution shall be a dollar amount equal to the number of Stock Equivalents to be distributed multiplied by the Fair Market Value per share of Common Stock as of the day prior to the distribution date.

(B) If in Common Stock, the distribution shall be a number of shares of Common Stock equal to the number of Stock Equivalents to be distributed, rounded down to the nearest whole share of Common Stock, and any fractional share shall be paid in cash in an amount equal to the fractional share multiplied by the Fair Market Value per share as of the day prior to the distribution date.

(v) The Company shall deduct from all distributions hereunder any taxes required to be withheld by the federal or any state or local government.

(d) Change in Control.

(i) Notwithstanding any other provision of the Plan, if a Change in Control occurs and within one year subsequent to such Change in Control the Director ceases to serve as a member of the Board for any reason, the balance in the Account shall be paid in a lump sum to the Director, in the manner determined in paragraph 4(d)(ii) below, not later than 2½ months after the date the Director ceases to serve.

(ii) The payment made pursuant to 4(d)(i) shall be a Cash Distribution in an amount equal to the greater of the following:

(A) the number of Stock Equivalents then credited to the Account multiplied by the Fair Market Value per share of Common Stock as of either (I) the date of termination of the Director's service on the Board (if such Common Stock is still in existence), or (II) the date of the Change in Control, whichever is greater; or

(B) the number of Stock Equivalents then credited to the Account multiplied by the fair market value per share of the consideration received by holders of Common Stock in the Change in Control as of either (i) the date of termination of the Director's service on the Board, or (ii) the last day on which the Common Stock is traded prior to the date of the Change in Control, whichever is greater.

(iii) Notwithstanding paragraph 4(d)(ii) above, if the consideration in the Change in Control takes the form of stock of an acquiring corporation, payment may at the discretion of the HRCC be in the form of such stock of such corporation in lieu of cash, provided that for purposes of calculating the number of shares of the acquiring corporation to be received, a Director's Account shall be converted to stock of the acquiring corporation using the same conversion ratios applied to the Common Stock of the Company that is converted to shares of the acquiring corporation.

(iv) As used in this Plan, "Change in Control" means:

(A) A merger, consolidation or reorganization of the Company in which, as a consequence of the transaction, a majority of the incumbent Directors immediately prior to such transaction are replaced during the 12-month period following such transaction as directors of the continuing or surviving corporation by directors whose appointment or election is not endorsed by a majority of such incumbent Directors; or

(B) The acquisition, directly or indirectly, of the power to vote more than 50% of the outstanding Common Stock and/or any other stock of the Company with voting rights by any person, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934); or

(C) Any sale or other transfer, in one or a series of related transactions occurring within a 12-month period, by any person, entity or "group" (within the meaning of Section 409A, as hereinafter defined) of all or substantially all of the assets of the Company.

(v) The Company shall promptly reimburse the Director for all legal fees and expenses reasonably incurred in successfully obtaining or enforcing any right or benefit provided under this Section.

5. Distribution of Common Stock. The maximum number of shares of Common Stock available for distribution pursuant to the Plan shall be 400,000[1] shares, subject to adjustment as set forth in Section 6. The shares of Common Stock issuable to Directors under the Plan shall be issued from shares held in the Company's treasury.

6. Adjustment to Shares of Stock Issuable Pursuant to Plan. In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock split, stock dividend or recapitalization of the Company, an equitable adjustment shall be made to the number of shares of Common Stock issuable under the Plan, the amount of the Stock Portion of the Retainer Fee set forth in Section 2 and the number of Stock Equivalents credited to the Account for any Director, as the HRCC determines is necessary or appropriate, in its discretion, to give proper effect to such corporate action. Any such adjustment determined in good faith by the HRCC shall be conclusive and binding for all purposes of the Plan.

7. Amendments. Section 4(d) of the Plan may not be amended or modified or terminated after the occurrence of a Change in Control with respect to benefits accrued as of such occurrence. The Plan may otherwise be amended, modified or terminated by the HRCC at any time, provided that no such action shall reduce the amounts credited to the Account of any Director immediately prior to such action or change the time, method or manner of distribution of such Account.

8. Section 409A Compliance. It is intended that no compensation awarded under the Plan shall be subject to any interest or additional tax under Section 409A of the Internal Revenue Code of 1986 (together with any successor statute, "Section 409A"), and the terms of the Plan should be construed accordingly. In the event Section 409A is amended after the date hereof, or regulation or other guidance is promulgated after the date hereof that would make any compensation under the Plan subject to the provisions of Section 409A, then the terms and conditions of the Plan shall be interpreted and applied, to the extent possible, in a manner to avoid the imposition of the provisions of Section 409A. If any award of compensation to a Director under the Plan may result in the application of Section 409A, then the Company and the Director will negotiate in good faith to amend the Plan and/or the award to the extent necessary to comply with the requirements of Section 409A, provided that no such amendment shall increase the total financial obligation of the Company under the award. Notwithstanding the preceding, the Director shall be responsible for any and all tax liabilities, including liability under Section 409A with respect to

compensation Awards made to the participant; and neither the Committee nor the Company shall have any liability to a Director for reimbursement or otherwise on account of any such tax liabilities which may be imposed on the Director.

9. Miscellaneous.

(a) The provisions of the Plan shall be binding upon and enforceable against the Company and/or the continuing or surviving corporation in a Change of Control.

(b) Neither the Director nor any other person shall have any interest in any fund or in any specific asset of the Company by reason of amounts credited to the Account of a Director hereunder, or the right to exercise any of the rights or privileges of a shareholder (including the right to vote) with respect to any Stock Equivalents credited to the Account or to receive any distribution under the Plan except as expressly provided for in the Plan. Distributions hereunder shall be made from the general assets of the Company, and the rights of the Director shall be those of an unsecured general creditor of the Company.

(c) The Company may require that the Directors shall agree to acquire shares of Common Stock under the Plan for investment and not for resale or distribution except pursuant to a registration statement under the Securities Act of 1933 or an exemption from such registration, and may require that certificates representing such shares shall bear a customary restrictive legend to this effect.

(d) The interest of the Director under the Plan shall not be assignable by the Director or the Director's beneficiary or legal representative, either by voluntary assignment or by operation of law, and any such attempted assignment shall be ineffective to transfer the Director's interest; provided, however, that (i) the Director may designate beneficiaries to receive any benefit payable under the Plan upon death, and (ii) the legal representative of the Director's estate may assign his or her interest under the Plan to the persons entitled to any such benefit.

(e) Nothing contained herein shall impose any obligation on the Company to continue the tenure of the Director beyond the term for which such Director has been elected or prevent his or her removal.

(f) The Plan shall be interpreted by and all questions arising in connection therewith shall be determined by the HRCC, whose interpretation or determination shall be conclusive and binding.

(g) If any amounts deferred pursuant to the Plan are found in a final judgment or other order to have been includible in gross income by a Director prior to payment of such amounts from his or her Account, such amounts shall be immediately paid to such Director, notwithstanding any election pursuant to Section 4.

(h) The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the principles of conflicts of law which might otherwise apply.

10. Effective Date. The Plan became effective July 1, 2001 and has been restated in its entirety as of November 8, 2017.

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[1] *Note: Originally authorized number of 200,000 shares was automatically doubled to 400,000 as a result of the 2005 stock split.*

ESCO TECHNOLOGIES INC.
COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS

DEFERRED COMPENSATION ELECTION FORM

Pursuant to the ESCO Technologies Inc. Compensation Plan For Non-Employee Directors:

1. COMPENSATION TO BE DEFERRED:

£ I hereby elect to defer payment of my Cash Compensation.

£ I hereby elect to defer distribution of my Stock Compensation.

I understand that all deferrals will be credited as Stock Equivalents to my Deferred Compensation Account.

2. TYPE OF DISTRIBUTION:

Deferred Stock Compensation:

£ Lump Sum – in shares

£ Installments over ____years (may not exceed 5 years)

£ Semi-Annually in shares

£ Annually in shares

Deferred Cash Compensation:

£ Lump Sum – in cash

£ Lump Sum – in shares

£ Installments over ____years (may not exceed 5 years)

£ Semi-Annually ______% in cash; ____% in shares

£ Annually ______% in cash; ____% in shares

£ Quarterly in cash

3. TIME OF DISTRIBUTION:

£ Lump sum distribution to be made on ___________________________.

£ Installment distributions to commence on ________________________.

£ Distribution to be made or commence upon my retirement as a Director of the Company.

4. DESIGNATION OF BENEFICIARY: (Please include social security number and address.)
In the absence of such designation, any remaining distribution(s) will be made to your estate.

Name Address Social Security Number

____

____

____

____

____

5. EFFECTIVE PERIOD:

This deferment will remain in effect with respect to each such subsequent year until such time as I may revoke the deferment or distributions commence, whichever is earlier. Such later filings shall apply only to compensation to be earned after the calendar year in which such later filings are made.

Signature:

Print Name:

Date Signed:

Exhibit 99.1

NEWS FROM

For more information contact:
Kate Lowrey
Director, Investor Relations
ESCO Technologies Inc.
(314) 213-7277

ESCO ANNOUNCES FISCAL 2017 RESULTS

- Net earnings of $54 million and Adjusted EBITDA of $123 million -

- GAAP EPS $2.07 and Adjusted EPS $2.22 -

ST. LOUIS, November 14, 2017 – ESCO Technologies Inc. (NYSE: ESE) (ESCO, or the Company) today reported its operating results for the fourth quarter (Q4 2017) and fiscal year ended September 30, 2017 (2017), compared to the fourth quarter (Q4 2016) and fiscal year ended September 30, 2016 (2016).

The Company previously announced it acquired Mayday Manufacturing Co. and its affiliate, Hi-Tech Metals, Inc. (collectively Mayday) on November 7, 2016, NRG Systems Inc. (NRG) on May 8, 2017, the assets of Morgan Schaffer Inc. (Morgan Schaffer) on May 25, 2017, and the assets of Vanguard Instruments Company (Vanguard) on August 30, 2017. Net sales, earnings, acquisition costs, non-cash purchase accounting inventory step-up charges, and amortization of intangible assets related to these entities are included in the 2017 operating results from the date of acquisition.

The financial results presented include certain non-GAAP financial measures such as EBIT, EBITDA (defined as earnings before interest, taxes, depreciation and amortization), Adjusted EBITDA (defined as EBITDA excluding certain charges, such as non-cash purchase accounting inventory step up charges, and acquisition costs incurred to complete the transactions), and Adjusted EPS. Any non-GAAP financial measures presented are reconciled to their respective GAAP equivalents.

Management believes these non-GAAP financial measures are useful in assessing the ongoing operational profitability of the Company's business segments, and therefore, allows shareholders better visibility into the Company's underlying operations. See "*Non-GAAP Financial Measures*" described below.

Earnings Summary – Full Year

- 2017 GAAP EPS was $2.07 per share and Adjusted EPS was $2.22 per share, which excludes the ($0.15) per share impact ($6.1 million pretax) of non-cash purchase accounting inventory step-up charges and costs incurred to complete the 2017 acquisitions;
- 2016 GAAP EPS was $1.77 per share and Adjusted EPS was $2.03 per share (the adjustments related to the prior year restructuring charges were described in earlier releases);
- 2017 GAAP net earnings were $54 million compared to $46 million in 2016; and,
- Adjusted EBITDA increased 22 percent to $123 million in 2017 from $101 million in 2016.

Earnings Summary – Q4

- Q4 2017 GAAP EPS was $0.74 per share and Adjusted EPS was $0.79 per share, which excludes ($0.05) per share impact ($1.8 million pretax) of non-cash purchase accounting inventory step-up charges and costs incurred to complete the 2017 acquisitions;
- Q4 2016 GAAP EPS was $0.65 per share and Adjusted EPS was $0.67 per share (the adjustments related to prior year Q4 restructuring charges were described in earlier releases);
- Q4 2017 GAAP net earnings were $19 million compared to $17 million in Q4 2016; and,
- Adjusted EBITDA increased 34 percent to $43 million in Q4 2017 from $32 million in Q4 2016.

Adjusted EBITDA is reconciled to GAAP net earnings in the *Condensed Business Segment Information* table below for all periods presented.

Operating Highlights - 2017

- 2017 sales increased $115 million (20 percent) to $686 million compared to $571 million in 2016;
- On a segment basis, 2017 Filtration sales increased $72 million, or 35 percent compared to 2016 primarily driven by the contribution of Westland and Mayday sales of $61 million. Technical Packaging sales increased $8 million, or 11 percent compared to 2016 driven by Plastique, and Test sales were $161 million in both periods presented. USG sales increased $35 million, or 27 percent, as Doble sales increased $11 million (9 percent) driven by the additional sales contribution from new products and software solutions, and NRG / Morgan Schaffer / Vanguard contributed $24 million in sales since the dates of acquisition;
- SG&A expenses increased $17 million in 2017 compared to 2016 primarily due to additional expenses related to Westland, Mayday, NRG, Morgan Schaffer and Vanguard in the current period, coupled with additional sales and marketing expenses at Doble to support future revenue growth. Acquisition costs are recorded at Corporate;
- Entered orders were $737 million in 2017 (book-to-bill of 1.07x) reflecting a $51 million (16 percent) increase in backlog during the year and an ending backlog of $377 million at September 30, 2017;
- Filtration orders were $286 million (book-to-bill of 1.03x) in 2017 comprised of recurring commercial aerospace orders and additional space and navy products;
- Test orders were a record $199 million in 2017 (book-to-bill of 1.23x) which reflects increasing momentum in the wireless, electric vehicle, and automotive chamber markets;
- USG orders were $164 million in 2017 (book-to-bill of 1.01x) which reflects increased orders for new products such as the Doble Universal Controller (DUC), on-line monitoring solutions, dissolved gas analyzers (DGA's) and additional software applications;
- Technical Packaging orders were $87 million in 2017 (book-to-bill of 1.05x) driven by higher KAZ, medical, medical device, and pharmaceutical projects; and,
- Net cash provided by operating activities was $67 million in 2017 which resulted in net debt of $229 million (outstanding borrowings less cash on hand) at September 30, 2017 and a 2.2x leverage ratio (gross debt outstanding / Adjusted EBITDA).

Chairman's Commentary – 2017

Vic Richey, Chairman and Chief Executive Officer, commented, "I'm pleased with the way we wrapped up the year as we delivered EPS and Adjusted EBITDA within our previously expected ranges, and we successfully completed several acquisitions, which remains one of our key strategic goals. I've mentioned this before, but it is worth repeating: Not only did we add great companies to our portfolio, we also added very solid management teams who share our vision and our values.

"Regarding the recent acquisitions, I'm pleased to see the integration is going smoothly and is nearly complete, which supports my enthusiasm for USG's outlook as the group has come together with a unified focus on sales growth, market expansion, new product development, and enhanced operating margins.

"Whenever you add new companies to an existing portfolio, it is never without risk. But I'm thrilled with the way our entire company, legacy entities and new partners, came together and collectively delivered $123 million of Adjusted EBITDA in 2017. This reflects a 22 percent increase over prior year and represents the best year in ESCO's history.

"Touching on a few Q4 operating highlights, Filtration delivered a 22 percent EBIT margin driven by outstanding performance at Crissair and VACCO. Test reported a 16 percent EBIT margin in Q4 and during the past six months of 2017, delivered $89 million in sales at a 15 percent EBIT margin. Doble continued to outperform in Q4 by delivering an EBIT margin above 28 percent as its new products, software and solution offerings continue to gain traction in the utility market.

"Wrapping up the year, a clear highlight for the Company is the strength of our order activity as all four operating segments achieved book-to-bill ratios greater 1.0x, led by Test's nearly $200 million in new business.

"As we enter 2018, we plan to build on the successes we achieved in 2017 and benefit from having aggressively addressed the challenges we faced during the past year, which gives me a favorable view of the future with our goal remaining unchanged – to increase long-term shareholder value."

Dividend Payment

The next quarterly cash dividend of $0.08 per share will be paid on January 19, 2018 to stockholders of record on January 4, 2018.

Board of Directors

Effective November 8, 2017, the Company added an additional independent director, Patrick M. (Pat) Dewar to the Company's Board of Directors.

Mr. Dewar currently serves as Chief Executive of The Trenton Group LLC. Previously, Mr. Dewar spent 34 years in the Aerospace Sector with GE Aerospace and Lockheed Martin, where he created and led Lockheed Martin International as an Executive Vice President managing over $10 billion in annual revenue. He holds a Master of Science degree in Electrical Engineering from Drexel University as well as a Bachelor of Science degree in Engineering from Swarthmore College. Mr. Dewar is a member of the Council of Foreign Relations and serves as a senior advisor to numerous investment firms on Aerospace & Defense matters.

Mr. Dewar was selected to serve the Company as his extensive strategic and operational experience in the aerospace and defense markets will allow him to assist the board in guiding strategy from the highest level.

Adding a new director further enhances Corporate Governance, facilitates board refreshment, and adds new and relevant experience supplementing existing independent director oversight. The Board of Directors performed extensive diligence in its search, including utilizing a globally recognized executive search firm.

Business Outlook – 2018

With the increased level of M&A activity, Management has placed more emphasis on Adjusted EBITDA as a supplement to EPS as it believes this is a relevant metric to be considered for measuring ongoing operating performance as well as the Company's enterprise valuation. Adjusted EBITDA is also a key financial metric used by Management when determining the appropriate price for acquisitions.

Management continues to see meaningful sales and Adjusted EBITDA growth across each of the Company's business segments and anticipates growth rates in 2018 and beyond that exceed the Company's defined peer group and the broader industrial market.

The details of Management's growth expectations for 2018 compared to 2017 are as follows:

- Sales are expected to increase approximately 13 percent driven by: incremental sales from acquisitions being included for a full year; increased commercial aerospace deliveries at PTI, Crissair and Mayday; higher organic sales at USG; significantly higher sales at Test including the catch-up of 2017 deliveries as well as significant new product wins currently in backlog; partially offset by a reduction in lower margin industrial/automotive market product deliveries at PTI as it exits that market; and flat sales in Technical Packaging;
- Adjusted EBITDA is expected to increase between 15 and 17 percent, resulting in Adjusted EBITDA in the range of $141 million to $143 million, compared to 2017 Adjusted EBITDA of $123 million;
- Interest expense on higher debt (acquisition funding) is expected to be approximately $9.5 million, reflecting an increase of $4.9 million (or $0.12 per share) over the $4.6 million of interest expense in 2017;
- Non-cash depreciation and amortization of intangibles is expected to increase approximately $7.1 million (or $0.18 per share after-tax) as a result of the recent acquisitions. Purchase accounting intangible asset amortization charges are recorded at Corporate;
- Income tax expense is expected to increase in 2018 as Management is projecting a 35 percent effective tax rate calculated on higher pretax earnings. Management's expected rate excludes any impact resulting from potential tax reform. When compared to the 33 percent tax rate in 2017, the 2 percent higher rate on the additional pretax earnings negatively impacts 2018 EPS ($0.07 per share); and,
- In summary, Management projects 2018 GAAP EPS to be in the range of $2.30 to $2.40 per share, including the profit contributions from the recent acquisitions, the additional depreciation and amortization charges, higher interest, and incremental tax expense as described above.

On a quarterly basis, Management expects 2018 operating results to reflect a profile similar to 2017 and previous years, with revenues and EPS being more second-half weighted. As with past years, projected second half 2018 sales and EPS are expected to be significantly stronger than the first half.

Management expects Q1 2018 GAAP EPS to be in the range of $0.28 to $0.33 per share. The timing of quarterly sales and earnings throughout the year, coupled with higher non-cash charges within the respective quarters impacts comparability in Q1.

Chairman's Commentary – 2018

Mr. Richey continued, "Given the expected contribution from our recent acquisitions, coupled with current expectations of organic growth from "legacy" operations, I believe 2018 reflects solid sales, EBIT, EBITDA and EPS growth and positions us well to meet or exceed our shareholder value-creation goals.

"We ended 2017 in a favorable position given our strong backlog and balance sheet, and as we enter the new year, I am very comfortable with our outlook. Our core businesses remain solid and the acquisitions are nearly fully integrated and are contributing at a meaningful level. We enter 2018 with numerous growth opportunities throughout our operating segments as described above.

"I'm especially excited by our growth outlook in Test, where we've worked diligently for the past few years on right-sizing the cost structure and enhancing operating efficiency to allow it to be more competitive and significantly more profitable. Test's current backlog firmly supports our outlook, and I'm happy to report that we were recently notified of two new large chamber wins totaling $30 million from globally recognized customers in the government / defense and automotive markets.

"Additionally, at Westland, we were recently awarded a large, multi-year contract to supply next-generation technology protecting naval vessels in support of our long-term outlook for this growing platform.

"Our market leadership positions and the breadth and diversity of our new product offerings will allow us to continue to grow at levels above our peer averages. Our management teams' focus on profitable growth and ROIC will remain steadfast as we believe these are the key drivers of continued and sustainable share price appreciation."

Conference Call

The Company will host a conference call today, November 14, at 4:00 p.m. Central Time, to discuss the Company's 2017 results. A live audio webcast will be available on the Company's website at www.escotechnologies.com. Please access the website at least 15 minutes prior to the call to register, download and install any necessary audio software. A replay of the conference call will be available for seven days on the Company's website noted above or by phone (dial 1-855-859-2056 and enter the pass code 96067789).

Forward-Looking Statements

Statements in this press release regarding the Company's expected quarterly, 2018 full year and beyond results, revenue and sales growth, EPS, EPS growth, EBIT, EBITDA, Adjusted EBITDA, gross profit, interest expense, non-cash depreciation and amortization of intangibles, corporate costs, effective tax rates, the Company's ability to increase operating margins, realize financial goals and increase shareholder value, the success of acquisition efforts, the size, number and timing of future sales and growth opportunities, the long-term success of the Company, and any other statements which are not strictly historical are "forward-looking" statements within the meaning of the safe harbor provisions of the federal securities laws.

Investors are cautioned that such statements are only predictions and speak only as of the date of this release, and the Company undertakes no duty to update them except as may be required by applicable laws or regulations. The Company's actual results in the future may differ materially from those projected in the forward-looking statements due to risks and uncertainties that exist in the Company's operations and business environment including, but not limited to those described in Item 1A, "Risk Factors", of the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2016, and the following: the success of the Company's competitors; weakening of economic conditions in served markets; changes in customer demands or customer insolvencies; competition; intellectual property rights; technical difficulties; delivery delays or defaults by customers; material changes in the costs and availability of certain raw materials; the appropriation, allocation and availability of Government funds; the termination for convenience of Government and other customer contracts; the timing and content of future contract awards or customer orders; performance issues with key customers, suppliers and subcontractors; labor disputes; the impacts of natural disasters on the Company's operations and those of the Company's customers and suppliers; changes in laws and regulations, including but not limited to changes in accounting standards and taxation requirements; changes in interest rates; costs relating to environmental matters arising from current or former facilities; financial exposure in connection with Company guarantees of certain Aclara contracts; the availability of select acquisitions; uncertainty regarding the ultimate resolution of current disputes, claims, litigation or arbitration; and the success and integration of recently acquired businesses.

Non-GAAP Financial Measures

The financial measures EBIT, EBITDA, Adjusted EBITDA and Adjusted EPS are presented in this press release. The Company defines "EBIT" as earnings before interest and taxes, "EBITDA" as earnings before interest, taxes, depreciation and amortization, "Adjusted EBITDA" as EBITDA excluding certain defined non-recurring charges, and "Adjusted EPS" as GAAP earnings per share (EPS) excluding the non-recurring charges described above which were $0.05 per share for Q4 2017 and $0.02 per share for Q4 2016.

EBIT, EBITDA, Adjusted EBITDA and Adjusted EPS are not recognized in accordance with U.S. generally accepted accounting principles (GAAP). However, Management believes that EBIT, EBITDA and Adjusted EBDITDA are useful in assessing the operational profitability of the Company's business segments because they exclude interest, taxes, depreciation and amortization, which are generally accounted for across the entire Company on a consolidated basis. EBIT is also one of the measures used by Management in determining resource allocations within the Company as well as incentive compensation. The Company believes that the presentation of EBIT, EBITDA, Adjusted EBITDA and Adjusted EPS provides important supplemental information to investors by facilitating comparisons with other companies, many of which use similar non-GAAP financial measures to supplement their GAAP results. The use of non-GAAP financial measures is not intended to replace any measures of performance determined in accordance with GAAP.

ESCO, headquartered in St. Louis: Manufactures highly-engineered filtration and fluid control products for the aviation, space and process markets worldwide; is the industry leader in RF shielding and EMC test products; provides diagnostic instruments, software and services for the benefit of industrial power users and the electric utility and renewable energy industries; and, produces custom thermoformed packaging, pulp-based packaging, and specialty products for medical and commercial markets. Further information regarding ESCO and its subsidiaries is available on the Company's website at www.escotechnologies.com.

- tables attached

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations (Unaudited)
(Dollars in thousands, except per share amounts)

	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016
Net Sales	$ 207,005	159,505
Cost and Expenses:		
Cost of sales	129,769	96,038
Selling, general and administrative expenses	41,329	34,304
Amortization of intangible assets	4,790	3,090
Interest expense	1,826	391
Other (income) expenses, net	(496)	1,365
Total costs and expenses	177,218	135,188
Earnings before income taxes	29,787	24,317
Income taxes	10,613	7,402
Net earnings	$ 19,174	16,915
Diluted EPS - GAAP	$ 0.74	0.65
Diluted EPS - As Adjusted	$ 0.79 (1)	0.67 (2)
Diluted average common shares O/S:	26,057	25,935

(1) Q4 2017 As Adjusted EPS excluded $1.8 million, pretax (or $0.05 per share) of purchase accounting inventory step up charges and acquisition costs during the fourth quarter of 2017.

(2) Q4 2016 As Adjusted EPS excluded $0.8 million, pretax (or $0.02 per share) of restructuring charges incurred at ETS and Doble during the fourth quarter of 2016.

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations (Unaudited)
(Dollars in thousands, except per share amounts)

	Year Ended September 30, 2017	Year Ended September 30, 2016
Net Sales	$ 685,740	571,459
Cost and Expenses:		
Cost of sales	436,918	350,807
Selling, general and administrative expenses	148,433	131,493
Amortization of intangible assets	16,338	11,630
Interest expense	4,578	1,308
Other (income) expenses, net	(680)	7,801
Total costs and expenses	605,587	503,039
Earnings before income taxes	80,153	68,420
Income taxes	26,450	22,538
Net earnings	$ 53,703	45,882
Diluted EPS - GAAP	$ 2.07	1.77
Diluted EPS - As Adjusted	$ 2.22 (1)	2.03 (2)
Diluted average common shares O/S:	25,995	25,968

(1) 2017 As Adjusted EPS excluded $6.1 million, pretax (or $0.15 per share) of purchase accounting inventory step up charges and acquisition costs during fiscal 2017.

(2) 2016 As Adjusted EPS excluded $7.8 million, pretax (or $0.26 per share) of restructuring charges incurred at ETS and Doble during fiscal 2016.

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Condensed Business Segment Information (Unaudited)
(Dollars in thousands)

	GAAP	
	Q4 2017	Q4 2016
Net Sales		
Filtration	$ 80,640	61,994
Test	51,115	41,903
USG	52,183	34,129
Technical Packaging	23,067	21,479
Totals	$ 207,005	159,505
EBIT		
Filtration	$ 17,905	15,716
Test	8,404	5,276
USG	11,010	9,502
Technical Packaging	2,836	2,590
Corporate	(8,542)	(8,376)
Consolidated EBIT	31,613	24,708
Less: Interest expense	(1,826)	(391)
Less: Income tax expense	(10,613)	(7,402)
Net earnings	$ 19,174	16,915

Note 1: Adjusted net earnings were $20.4 million in Q4 17 which excluded $1.8 million, pretax (or $0.05 per share) net impact from the acquisitions of NRG, Morgan Schaffer & Vanguard during the fourth quarter of 2017.

Note 2: Adjusted net earnings were $17.5 million in Q4 16 which excluded $0.8 million, pretax (or $0.02 per share) of net restructuring charges at ETS and Doble during the fourth quarter of 2016.

EBITDA Reconciliation to Net earnings:

	Q4 2017	Q4 2017 - As Adj	Q4 2016	Q4 2016 - As Adj
Consolidated EBITDA	$ 40,819	42,636	31,067	31,905
Less: Depr & Amort	(9,206)	(9,206)	(6,359)	(6,359)
Consolidated EBIT	31,613	33,430	24,708	25,546
Less: Interest expense	(1,826)	(1,826)	(391)	(391)
Less: Income tax expense	(10,613)	(11,249)	(7,402)	(7,617)
Net earnings	$ 19,174	20,355	16,915	17,538

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Condensed Business Segment Information (Unaudited)
(Dollars in thousands)

	GAAP	
	FY 2017	FY 2016
Net Sales		
Filtration	$ 279,510	207,752
Test	160,853	161,512
USG	162,469	127,785
Technical Packaging	82,908	74,410
Totals	$ 685,740	571,459
EBIT		
Filtration	$ 52,201	45,227
Test	19,481	13,863
USG	36,596	31,083
Technical Packaging	8,495	9,625
Corporate	(32,042)	(30,070)
Consolidated EBIT	84,731	69,728
Less: Interest expense	(4,578)	(1,308)
Less: Income tax expense	(26,450)	(22,538)
Net earnings	$ 53,703	45,882

Note 1: Adjusted net earnings were $57.7 million in FY 17 which excluded $6.1 million, pretax (or $0.15 per share) net impact from the acquisitions of Mayday, NRG, Morgan Schaffer & Vanguard during fiscal 2017.

Note 2: Adjusted net earnings were $52.8 million in FY 16 which excluded $7.8 million, pretax (or $0.26 per share) of restructuring charges at ETS and Doble during fiscal 2016.

EBITDA Reconciliation to Net earnings:

	FY 2017	FY 2017 - As Adjusted	FY 2016	FY 2016 - As Adjusted
Consolidated EBITDA	$ 116,960	123,044	93,296	101,097
Less: Depr & Amort	(32,229)	(32,229)	(23,568)	(23,568)
Consolidated EBIT	84,731	90,815	69,728	77,529
Less: Interest expense	(4,578)	(4,578)	(1,308)	(1,308)
Less: Income tax expense	(26,450)	(28,579)	(22,538)	(23,387)
Net earnings	$ 53,703	57,658	45,882	52,834

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets (Unaudited)
(Dollars in thousands)

	September 30, 2017	September 30, 2016
Assets		
Cash and cash equivalents	$ 45,516	53,825
Accounts receivable, net	160,580	121,486
Costs and estimated earnings on long-term contracts	47,286	28,746
Inventories	124,515	105,542
Other current assets	14,895	13,884
Total current assets	392,792	323,483
Property, plant and equipment, net	132,748	92,405
Intangible assets, net	351,134	231,759
Goodwill	377,879	323,616
Other assets	5,891	7,108
	$ 1,260,444	978,371
Liabilities and Shareholders' Equity		
Short-term borrowings and current maturities of long-term debt	$ 20,000	20,000
Accounts payable	54,789	42,074
Current portion of deferred revenue	28,583	27,212
Other current liabilities	91,597	68,790
Total current liabilities	194,969	158,076
Deferred tax liabilities	86,378	69,562
Other liabilities	52,179	45,624
Long-term debt	255,000	90,000
Shareholders' equity	671,918	615,109
	$ 1,260,444	978,371

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(Unaudited)
(Dollars in thousands)

	Year Ended September 30, 2017
Cash flows from operating activities:	
Net earnings	$ 53,703
Adjustments to reconcile net earnings	
to net cash provided by operating activities:	
Depreciation and amortization	32,229
Stock compensation expense	5,444
Changes in assets and liabilities	(19,539)
Change in deferred revenue and costs, net	1,650
Effect of deferred taxes	1,360
Pension contributions	(2,677)
Other	(4,830)
Net cash provided by operating activities	67,340
Cash flows from investing activities:	
Acquisition of businesses, net of cash acquired	(198,628)
Capital expenditures	(29,728)
Additions to capitalized software	(9,002)
Proceeds from sale of land	1,184
Proceeds from life insurance	2,307
Net cash used by investing activities	(233,867)
Cash flows from financing activities:	
Proceeds from long-term debt	257,000
Principal payments on long-term debt	(92,000)
Dividends paid	(8,257)
Other	20
Net cash provided by financing activities	156,763
Effect of exchange rate changes on cash and cash equivalents	1,455
Net decrease in cash and cash equivalents	(8,309)
Cash and cash equivalents, beginning of period	53,825

Cash and cash equivalents, end of period	$	45,516

ESCO TECHNOLOGIES INC. AND SUBSIDIARIES
Other Selected Financial Data (Unaudited)
(Dollars in thousands)

Backlog And Entered Orders - Q4 FY 2017	Filtration	Test	USG	Technical Packaging	Total
Beginning Backlog - 7/1/17	$ 204,054	105,568	42,369	27,506	379,497
Entered Orders	79,706	60,339	45,395	19,175	204,615
Sales	(80,640)	(51,115)	(52,183)	(23,067)	(207,005)
Ending Backlog - 9/30/17	$ 203,120	114,792	35,581	23,614	377,107

Backlog And Entered Orders - FY 2017	Filtration	Test	USG	Technical Packaging	Total
Beginning Backlog - 10/1/16	$ 195,801	77,032	33,744	19,654	326,231
Entered Orders	286,829	198,613	164,306	86,868	736,616
Sales	(279,510)	(160,853)	(162,469)	(82,908)	(685,740)
Ending Backlog - 9/30/17	$ 203,120	114,792	35,581	23,614	377,107