UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended **September 30, 2022**

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

For the transition period from _______________________ to _____________________

Commission File Number **000-51372**

Omega Flex, Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania	**23-1948942**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
451 Creamery Way, Exton, PA	**19341**
(Address of principal executive offices)	(Zip Code)

(610) 524-7272
Registrant's telephone number, including area code

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [**x**] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [**x**] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, non-accelerated filer, or a smaller reporting company filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange. (Check one):

Large accelerated filer [ ] Accelerated filer [**x**] Non-accelerated filer [ ] Smaller reporting Company [ ] Emerging Growth Company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act Yes ☐ No ☐

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value $0.01 per share	OFLX	NASDAQ Global Market

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PRECEDING FIVE YEARS.

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 12 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by the courts.

The number of shares of the registrant's common stock outstanding as of September 30, 2022 was 10,094,322.

OMEGA FLEX, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

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PART I - FINANCIAL INFORMATION

Item 1 - Financial Statements

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollars in Thousands, except Common Stock par value)

	September 30, 2022 (unaudited)	December 31, 2021
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$ 30,569	$ 32,913
Accounts Receivable - less allowances of $1,229 and $1,410, respectively	19,043	20,726
Inventories - Net	21,827	15,565
Other Current Assets	4,615	2,533
Total Current Assets	76,054	71,737
Right-Of-Use Assets - Operating	3,095	3,374
Property and Equipment - Net	8,558	8,569
Goodwill - Net	3,526	3,526
Deferred Taxes	206	7
Other Long Term Assets	1,584	1,702
Total Assets	$ 93,023	$ 88,915
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Accounts Payable	$ 2,576	$ 3,355
Accrued Compensation	2,897	7,008
Accrued Commissions and Sales Incentives	4,765	7,183
Dividends Payable	3,230	-
Taxes Payable	-	1
Lease Liability - Operating	431	383
Other Liabilities	7,079	4,864
Total Current Liabilities	20,978	22,794
Lease Liability - Operating, net of current portion	2,668	2,990
Deferred Taxes	13	427
Tax Payable Long Term	427	493
Other Long Term Liabilities	914	1,670
Total Liabilities	25,000	28,374
Commitments and Contingencies (Note 5)		
Shareholders' Equity:		
Omega Flex, Inc. Shareholders' Equity:		
Common Stock – par value $0.01 share: authorized 20,000,000 shares: 10,153,633 shares issued and 10,094,322 shares outstanding as of September 30, 2022 and December 31, 2021, respectively	102	102
Treasury Stock	(1)	(1)
Paid-in Capital	11,025	11,025
Retained Earnings	58,005	50,053
Accumulated Other Comprehensive Loss	(1,287)	(827)
Total Omega Flex, Inc. Shareholders' Equity	67,844	60,352
Noncontrolling Interest	179	189
Total Shareholders' Equity	68,023	60,541
Total Liabilities and Shareholders' Equity	$ 93,023	$ 88,915

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Amounts in Thousands, except per Common Share data)

	For the three months ended September 30,		For the nine months ended September 30,	
	2022	**2021**	**2022**	**2021**
		(unaudited)		
Net Sales	$ 31,629	$ 31,725	$ 94,670	$ 94,554
Cost of Goods Sold	11,872	11,686	35,005	35,258
Gross Profit	19,757	20,039	59,665	59,296
Selling Expense	5,261	4,876	16,545	14,625
General and Administrative Expense	4,754	5,724	16,257	16,281
Engineering Expense	1,101	1,113	3,514	3,326
Operating Profit	8,641	8,326	23,349	25,064
Interest Income	32	10	52	27
Other Income (Expense)	(210)	(19)	(374)	6
Income Before Income Taxes	8,463	8,317	23,027	25,097
Income Tax Expense	1,924	2,160	5,558	6,441
Net Income	6,539	6,157	17,469	18,656
Less: Net (Income) Loss attributable to the Noncontrolling Interest	1	(9)	(28)	(57)
Net Income attributable to Omega Flex, Inc.	$ 6,540	$ 6,148	$ 17,441	$ 18,599
Basic and Diluted Earnings per Common Share	$ 0.65	$ 0.61	$ 1.73	$ 1.84
Cash Dividends Declared per Common Share	$ 0.32	$ 0.30	$ 0.94	$ 0.88
Basic and Diluted Weighted Average Shares Outstanding	10,094	10,094	10,094	10,094

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Dollars in Thousands)

	For the three months ended September 30,		For the nine months ended September 30,	
	2022	**2021**	**2022**	**2021**
	(unaudited)			
Net Income	$ 6,539	$ 6,157	$ 17,469	$ 18,656
Other Comprehensive (Loss):				
Foreign Currency Translation Adjustment	(213)	(96)	(498)	(60)
Other Comprehensive (Loss)	(213)	(96)	(498)	(60)
Comprehensive Income	6,326	6,061	16,971	18,596
Less: Comprehensive (Income) Loss Attributable to the Noncontrolling Interest	17	(3)	10	(54)
Total Comprehensive Income	$ 6,343	$ 6,058	$ 16,981	$ 18,542

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Amounts in Thousands, Except Share Amounts)

For the three months ended September 30, 2022

	Common Stock Outstanding	Common Stock	Treasury Stock	Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Shareholders' Equity
					(unaudited)			
July 1, 2022	10,094,322	$ 102	$ (1)	$ 11,025	$ 54,696	$ (1,090)	$ 196	$ 64,928
Net Income					6,540		(1)	6,539
Cumulative Translation Adjustment						(197)	(16)	(213)
Dividends Declared					(3,231)			(3,231)
September 30, 2022	10,094,322	$ 102	$ (1)	$ 11,025	$ 58,005	$ (1,287)	$ 179	$ 68,023

For the three months ended September 30, 2021

	Common Stock Outstanding	Common Stock	Treasury Stock	Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Shareholders' Equity
					(unaudited)			
July 1, 2021	10,094,322	$ 102	$ (1)	$ 11,025	$ 42,366	$ (745)	$ 311	$ 53,058
Net Income					6,148		9	6,157
Cumulative Translation Adjustment						(90)	(6)	(96)
Dividends Declared					(3,028)		(129)	(3,157)
September 30, 2021	10,094,322	$ 102	$ (1)	$ 11,025	$ 45,486	$ (835)	$ 185	$ 55,962

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Amounts in Thousands, Except Share Amounts)

For the nine months ended September 30, 2022

	Common Stock Outstanding	Common Stock	Treasury Stock	Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Shareholders' Equity
					(unaudited)			
January 1, 2022	10,094,322	$ 102	$ (1)	$ 11,025	$ 50,053	$ (827)	$ 189	$ 60,541
Net Income					17,441		28	17,469
Cumulative Translation Adjustment						(460)	(38)	(498)
Dividends Declared					(9,489)			(9,489)
September 30, 2022	10,094,322	$ 102	$ (1)	$ 11,025	$ 58,005	$ (1,287)	$ 179	$ 68,023

For the nine months ended September 30, 2021

	Common Stock Outstanding	Common Stock	Treasury Stock	Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Shareholders' Equity
					(unaudited)			
January 1, 2021	10,094,322	$ 102	$ (1)	$ 11,025	$ 35,769	$ (778)	$ 260	$ 46,377
Net Income					18,599		57	18,656
Cumulative Translation Adjustment						(57)	(3)	(60)
Dividends Declared					(8,882)		(129)	(9,011)
September 30, 2021	10,094,322	$ 102	$ (1)	$ 11,025	$ 45,486	$ (835)	$ 185	$ 55,962

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in Thousands)

	For the nine months ended September 30, 2022	For the nine months ended September 30, 2021
	(unaudited)	
Cash Flows from Operating Activities:		
Net Income	$ 17,469	$ 18,656
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities:		
Non-Cash Compensation	51	579
Depreciation and Amortization	812	697
Provision for Losses on Accounts Receivable, net of write-offs and recoveries	(183)	105
Deferred Taxes	(613)	303
Provision for Inventory Reserves	(409)	303
Changes in Assets and Liabilities:		
Accounts Receivable	1,625	(2,165)
Inventories	(6,474)	(1,671)
Right-Of-Use Assets	380	201
Other Assets	(1,975)	(1,309)
Accounts Payable	(679)	(605)
Accrued Compensation	(4,078)	(235)
Accrued Commissions and Sales Incentives	(2,401)	1,148
Lease Liabilities	(376)	(209)
Other Liabilities	1,420	(2,634)
Net Cash Provided by Operating Activities	4,569	13,164
Cash Flows from Investing Activities:		
Capital Expenditures	(817)	(720)
Net Cash Used in Investing Activities	(817)	(720)
Cash Flows from Financing Activities:		
Dividends Paid	(6,258)	(8,809)
Net Cash Used in Financing Activities	(6,258)	(8,809)
Net (Decrease) Increase in Cash and Cash Equivalents	(2,506)	3,635
Translation effect on cash	162	(23)
Cash and Cash Equivalents – Beginning of Period	32,913	23,633
Cash and Cash Equivalents – End of Period	$ 30,569	$ 27,245
Supplemental Disclosure of Cash Flow Information:		
Cash paid for Income Taxes	$ 7,226	$ 7,455
Declared Dividends	$ 9,489	$ 9,011
Supplemental Schedule of Non-Cash Investing and Financing Activities:		
Additions to Right-Of-Use Assets obtained from new operating Lease Liabilities	$ 644	$ 3,261

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

OMEGA FLEX, INC.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

1. BASIS OF PRESENTATION AND DESCRIPTION OF BUSINESS

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of Omega Flex, Inc. (Omega) and its subsidiaries (collectively the "Company"). The Company's Condensed Consolidated Financial Statements for the quarter ended September 30, 2022 have been prepared in accordance with accounting principles generally accepted in the United States (GAAP), and with the instructions of Form 10-Q and Article 10 of Regulation S-X. Certain information and note disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to those rules and regulations, although the Company believes that the disclosures made are adequate to make the information not misleading. It is suggested that these Condensed Consolidated Financial Statements be read in conjunction with the financial statements and the notes thereto included in the Company's latest shareholders' annual report (Form 10-K). All material inter-company accounts and transactions have been eliminated in consolidation. It is management's opinion that all adjustments necessary for a fair statement of the results for the interim periods have been made, and that all adjustments are of a normal recurring nature, or a description is provided for any adjustments that are not of a normal recurring nature.

Description of Business

The Company's business is controlled as a single operating segment that consists of the manufacture and sale of flexible metal hose (also described as corrugated tubing), as well as the sale of the Company's related proprietary fittings and a vast array of accessories.

The Company is a leading manufacturer of flexible metal hose, which is used in a variety of ways to carry gases and liquids within their particular applications. Some of the more prominent uses include:

- carrying fuel gases within residential and commercial buildings;
- carrying gasoline and diesel gasoline products (both above and below the ground) in a double containment piping to contain any possible leaks, which is used in automotive and marina refueling, and fueling for back-up generation;
- using copper-alloy corrugated piping in medical or health care facilities to carry medical gases (oxygen, nitrogen, vacuum) or pure gases for pharmaceutical applications; and

- industrial applications where the customer requires the piping to have both a degree of flexibility and/or an ability to carry corrosive compounds or mixtures, or to carry at both very high and very low (cryogenic) temperatures.

The Company manufactures flexible metal hose at its facilities in Exton, Pennsylvania, and Houston, Texas in the United States (U.S.), and in Banbury, Oxfordshire in the United Kingdom (U.K.), and primarily sells its products through distributors, wholesalers and to original equipment manufacturers ("OEMs") throughout North America and Europe, and to a lesser extent other global markets.

2. SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Management develops, and changes periodically, these estimates and assumptions based on historical experience and on various other factors that are believed to be reasonable under the circumstances. Actual amounts could differ significantly from these estimates.

Revenue Recognition

The Company applies the requirements of Accounting Standards Update 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The standard requires revenue to be recognized in a manner to depict the transfer of goods or services to a customer at an amount that reflects the consideration expected to be received in exchange for those goods or services.

The principle of Topic 606 was achieved through applying the following five-step approach:

- *Identification of the contract, or contracts, with a customer* — a contract with a customer exists when the Company enters into an enforceable contract with a customer, typically a purchase order initiated by the customer, that defines each party's rights regarding the goods to be transferred and identifies the payment terms related to these goods.

- *Identification of the performance obligations in the contract* — performance obligations promised in a contract are identified based on the goods that will be transferred to the customer that are distinct, whereby the customer can benefit from the goods on their own or together with other resources that are readily available from third parties or from us. Persuasive evidence of an arrangement for the sale of product must exist. The Company ships product in accordance with the purchase order and standard terms as reflected within the Company's order acknowledgments and sales invoices.

- *Determination of the transaction price* —the transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring goods to the customer. This would be the agreed upon quantity and price per product type in accordance with the customer purchase order, which is aligned with the Company's internally approved pricing guidelines.

- *Allocation of the transaction price to the performance obligations in the contract* — if the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. This applies to the Company as there is only one performance obligation to ship the goods.

- *Recognition of revenue when, or as, the Company satisfies a performance obligation* — the Company satisfies performance obligations at a point in time when control of the goods transfers to the customer. Determining the point in time when control transfers requires judgment. Indicators considered in determining whether the customer has obtained control of a good include:

    - The Company has a present right to payment
    - The customer has legal title to the goods
    - The Company has transferred physical possession of the goods
    - The customer has the significant risks and rewards of ownership of the goods
    - The customer has accepted the goods

It is important to note that the indicators are not a set of conditions that must be met before the Company can conclude that control of the goods has transferred to the customer. The indicators are a list of factors that are often present if a customer has control of the goods.

The Company has typical, unmodified FOB shipping point terms. As the seller, the Company can determine that the shipped goods meet the agreed-upon specifications in the contract or customer purchase order (e.g. items, quantities, and prices) with the buyer, so customer acceptance would be deemed a formality, as noted in ASC 606-10-55-86. As a result, the Company has a legal right to payment upon shipment of the goods.

Based upon the above, the Company has concluded that control substantively transfers to the customer upon shipment.

Other considerations of Topic 606 include the following:

- *Contract Costs* - costs to obtain a contract (e.g. customer purchase order) include sales commissions. Under Topic 606, these costs may be expensed as incurred for contracts with a duration of one year or less. The majority of the Company's customer purchase orders are fulfilled (e.g. goods are shipped) within two days of receipt.

- *Warranties* - the Company does not offer a warranty as a separate component for customers to purchase. A warranty is generally included with each purchase, providing assurance that the goods comply with agreed-upon specifications, and the cost is therefore accrued accordingly, but contracts do not include any requirement for additional distinct services. Therefore, there is not a separate performance obligation, and there is no impact of warranties under Topic 606 upon the financial reporting of the Company.

- *Returned Goods* - from time to time, the Company provides authorization to customers to return goods. If deemed to be material, the Company would record a "right of return" asset for the cost of the returned goods which would reduce cost of sales.
- *Volume Rebates (Promotional Incentives)* - volume rebates are variable (dependent upon the volume of goods purchased by our eligible customers) and, under Topic 606, must be estimated and recognized as a reduction of revenue as performance obligations are satisfied (e.g. upon shipment of goods). Also under Topic 606, to ensure that the related revenue recognized would not be probable of a significant reversal, the four following factors are considered:
    - The amount of consideration is highly susceptible to factors outside the Company's influence.
    - The uncertainty about the amount of consideration is not expected to be resolved for a long period of time.
    - The Company's experience with similar types of contracts is limited.
    - The contract has a large number and broad range of possible consideration amounts.

  If it was concluded that the above factors were in place for the Company, it would support the probability of a significant reversal of revenue. However, as none of the four factors apply to the Company, promotional incentives are recorded as a reduction of revenue based upon estimates of the eligible products expected to be sold.

Regarding disaggregated revenue disclosures, as previously noted, the Company's business is controlled as a single operating segment that consists of the manufacture and sale of flexible metal hose. Most of the Company's transactions are very similar in nature, contract, terms, timing, and transfer of control of goods. As indicated within Note 2, Significant Accounting Policies, in these Condensed Consolidated Financial Statements, under the caption "Significant Concentration", the majority of the Company's sales were geographically contained within North America, with the remainder scattered internationally. All performance assessments and resource allocations are generally based upon the review of the results of the Company as a whole.

Cash Equivalents

The Company considers all highly liquid investments with an original maturity of 90 days or less at the time of purchase to be cash equivalents. Cash equivalents include investments in an institutional money market fund, which invests in U.S. Treasury bills, notes, and bonds, and/or repurchase agreements, backed by such obligations. Carrying value approximates fair value. Cash and cash equivalents are deposited at various area banks, which at times may exceed federally insured limits. The Company monitors the viability of the banking institutions carrying its assets on a regular basis and has the ability to transfer cash to various institutions during times of risk. The Company has not experienced any losses related to these cash balances and believes its credit risk to be minimal.

Accounts Receivable and Provision for Credit Losses

All accounts receivables are stated at amortized cost, net of allowances for credit losses, and adjusted for any write-offs. The Company maintains allowances for credit losses, which represent an estimate of expected losses over the remaining contractual life of its receivables considering current market conditions and estimates for supportable forecasts when appropriate. The estimate is a result of the Company's ongoing assessments and evaluations of collectability, historical loss experience, and future expectations in estimating credit losses in its receivable portfolio. For accounts receivables, the Company uses historical loss experience rates and applies them to a related aging analysis while also considering customer and/or economic risk where appropriate. Determination of the proper amount of allowances requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, as a result, net earnings. The allowances consider numerous quantitative and qualitative factors that include receivable type, historical loss experience, delinquency trends, collection experience, current economic conditions, estimates for supportable forecasts, when appropriate, and credit risk characteristics.

The reserve for credit losses, which include future credits, discounts, and doubtful accounts, was $1,229,000 and $1,410,000 as of September 30, 2022 and December 31, 2021, respectively.

Inventories

Inventories are valued at the lower of cost or net realizable value. The cost of inventories is determined by the first-in, first-out (FIFO) method. The Company generally considers inventory quantities beyond two-years usage, measured on a historical usage basis, to be excess inventory and reduces the carrying value of inventory accordingly.

Property and Equipment

Property and equipment are initially recorded at cost. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets or, for leasehold improvements, the life of the lease, if shorter. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in other income or expense for the period. The cost of maintenance and repairs is expensed as incurred; significant improvements are capitalized.

Goodwill

In accordance with Financial Accounting Standards Board ("FASB") ASC Topic 350, *Intangibles – Goodwill and Other (ASU 2017-04)*, using the simplified method as adopted, the Company performed an annual impairment test as of December 31, 2021. This analysis did not indicate any impairment of goodwill.

Stock-Based Compensation Plans

In 2006, the Company adopted a Phantom Stock Plan (the "Plan"), which allows the Company to grant phantom stock units ("Units") to certain key employees, officers, or directors. The Units each represent a contractual right to payment of compensation in the future based upon the market value of the Company's common stock and are accordingly recorded as liabilities. The Units follow a vesting schedule over three years from the grant date and are then paid upon maturity. In accordance with FASB ASC Topic 718, *Compensation - Stock Compensation* ("Topic 718"), the Company uses the Black-Scholes option pricing model as its method for determining the fair value of the Units. The liabilities for the Units are adjusted to market value over time from the grant dates to the related maturity dates. The Company recognizes the reversal of any previously recognized compensation expense on forfeited nonvested Units in the period the Units are forfeited.

The Plan has been amended and restated, for all grants made starting January 1, 2023, to set the vesting method to three-year cliff vesting following the grant date, with full value paid upon maturity. Additionally, for grants made starting January 1, 2023, upon retirement at age 67 or greater, and with one year of continuous service prior to retirement, vesting of the issued grant(s) would accelerate on a pro-rata basis, 1/3 per year from the grant date.

Further details of the Plan are provided in Note 6, Stock-Based Compensation Plans, to the Condensed Consolidated Financial Statements included in this report.

Product Liability Reserves

Product liability reserves represent the estimated unpaid amounts under the Company's insurance policies with respect to existing claims. The Company uses the most current available data to estimate claims. As explained more fully under Note 5, Commitments and Contingencies, to the Condensed Consolidated Financial Statements included in this report, for various product liability claims covered under the Company's general liability insurance policies, the Company must pay certain defense and settlement costs within its deductible or self-insured retention limits, ranging primarily from $25,000 to $3,000,000 per claim, depending on the terms of the policy in the applicable policy year, up to an aggregate amount. The Company is vigorously defending against all known claims.

Leases

The Company applies the requirements of FASB ASU 2016-02, *Leases* (Topic 842) which defines a lease as any contract that conveys the right to use a specific asset for a period of time in exchange for consideration. Leases are classified as a finance lease, formerly called a capital lease, if any of the following criteria are met:

1. The lease transfers ownership of the underlying asset to the lessee by the end of the lease term.
2. The lease grants the lessee an option to purchase the underlying asset that the lessee is reasonably certain to exercise.

3. The lease term is for the major part of the remaining economic life of the underlying asset.
4. The present value of the sum of lease payments and any residual value guaranteed by the lessee equals or exceeds substantially all of the fair value of the underlying asset.
5. The underlying asset is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

For any leases that do not meet the criteria identified above for finance leases, the Company treats such leases as operating leases. As of September 30, 2022 and December 31, 2021, each of the Company's leases are classified as operating leases.

Both finance and operating leases are reflected on the balance sheet as lease or "right-of-use" assets and lease liabilities.

There are some exceptions, which the Company has elected in its accounting policies. For leases with terms of twelve months or less, or below the Company's general capitalization policy threshold, the Company has elected an accounting policy to not recognize lease assets and lease liabilities for all asset classes. The Company recognizes lease expense for such leases generally on a straight-line basis over the lease term.

The Company determines if a contract is a lease at the inception of the arrangement. The Company reviews all options to extend, terminate, or purchase its right-of-use assets at the inception of the lease and accounts for these options when they are reasonably certain to be exercised. Certain leases contain non-lease components, such as common area maintenance, which are generally accounted for separately. In general, the Company will assess if non-lease components are fixed and determinable, or variable, when determining if the component should be included in the lease liability. For purposes of calculating the present value of the lease obligations, the Company utilizes the implicit interest rate within the lease agreement when known and/or determinable, and otherwise utilizes its incremental borrowing rate at the time of the lease agreement.

Fair Value of Financial and Nonfinancial Instruments

The Company measures financial instruments in accordance with FASB ASC Topic 820, *Fair Value Measurements and Disclosures*. The accounting standard defines fair value, establishes a framework for measuring fair value under GAAP, and enhances disclosures about fair value measurements. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard creates a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and Level 3 inputs are unobservable inputs that reflect the Company's own assumptions about the assumptions market participants would use in pricing the asset or liability. The Company relies upon Level 1 inputs in determining the fair value of the Company's reporting unit in its annual impairment test as described in the FASB ASC Topic 350, *Intangibles - Goodwill and Other*.

Earnings per Common Share

Basic earnings per share have been computed using the weighted-average number of common shares outstanding. For the periods presented, there are no dilutive securities. Consequently, basic, and diluted earnings per share are the same.

Currency Translation

Assets and liabilities denominated in foreign currencies, most of which relate to the Company's U.K. subsidiary whose functional currency is the British Pound, are translated into U.S. dollars at exchange rates prevailing on the balance sheet dates. The Condensed Consolidated Statements of Income are translated into U.S. dollars at average exchange rates for the period. Adjustments resulting from the translation of financial statements are excluded from the determination of income and are accumulated in a separate component of shareholders' equity. Exchange gains and losses resulting from foreign currency transactions are included in the Condensed Consolidated Statements of Income in the period in which they occur.

Income Taxes

The Company accounts for tax liabilities in accordance with the FASB ASC Topic 740, *Income Taxes*. Under this method the Company records tax expense, related deferred taxes and tax benefits, and uncertainties in tax positions.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided for deferred tax assets if it is more likely than not that these items will either expire before the Company is able to realize the benefit, or that future deductibility is uncertain.

The FASB ASC Topic 740, *Income Taxes*, clarifies the criteria that an individual tax position must satisfy for some or all of the benefits of that position to be recognized in a company's financial statements. This guidance prescribes a recognition threshold of more-likely than-not, and a measurement attribute for all tax positions taken or expected to be taken on a tax return, in order for those tax positions to be recognized in the financial statements.

The Company follows the provisions of ASC 740-10 relative to accounting for uncertainties in tax positions. These provisions provide guidance on the recognition, de-recognition and measurement of potential tax benefits associated with tax positions.

Other Comprehensive Income

For the three and nine months ended September 30, 2022 and 2021, respectively, the components of other comprehensive income consisted solely of foreign currency translation adjustments.

Significant Concentrations

The Company has one significant customer which represented more than 10% of the Company's Accounts Receivable on September 30, 2022. No customers represented more than 10% of the Company's Accounts Receivable on December 31, 2021. That same customer represented more than 10% of the Company's total Net Sales for the three and nine months ended September 30, 2022 and 2021. Geographically, the Company has a significant amount of sales in the United States versus internationally. These concentrations are consistent with those discussed in detail in the Company's December 31, 2021 Form 10-K.

Subsequent Events

The Company evaluates all events or transactions through the date of the related filing that may have a material impact on its Condensed Consolidated Financial Statements. Refer to Note 10 of the Condensed Consolidated Financial Statements.

Recent Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The ASU applies to all entities that have contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. The ASU provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The expedients and exceptions provided by the ASU do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationship. The ASU is effective for all entities as of March 12, 2020 through December 31, 2022. The impact of the adoption of ASU 2020-04 did not have a material impact on the Company's Condensed Consolidated Financial Statements.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes.* The guidance removes certain exceptions for recognizing deferred taxes for equity method investments, performing intraperiod allocation, and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for goodwill and allocating taxes to members of a consolidated group, among others. The amendments in ASU 2019-12 are effective for public business entities for fiscal years beginning after December 15, 2020, including interim periods therein. The Company adopted this new guidance in 2021, and it did not have a material impact on its Condensed Consolidated Financial Statements.

3. INVENTORIES

Inventories, net of reserves of $78,000 and $505,000 on September 30, 2022 and December 31, 2021, respectively, consisted of the following:

	September 30, 2022	December 31, 2021
	(in thousands)	
Finished Goods	$ 8,538	$ 5,903
Raw Materials	13,289	9,662
Inventories - Net	$ 21,827	$ 15,565

4. LINE OF CREDIT AND OTHER BORROWINGS

On December 1, 2017, the Company agreed to a new Amended and Restated Revolving Line of Credit Note (the “Line”) and Third Amendment to the Loan Agreement with Santander Bank, N.A. (the “Bank”). The Company established a line of credit facility in the maximum amount of $15,000,000, maturing on December 1, 2022, with funds available for working capital purposes and other cash needs. The loan is unsecured. The loan agreement provides for the payment of any borrowings under the agreement at an interest rate range of either LIBOR plus 0.75% to plus 1.75% (for borrowings with a fixed term of 30, 60, or 90 days), or Prime Rate up to Prime Rate plus 0.50% (for borrowings with no fixed term other than the December 1, 2022 maturity date), depending upon the Company’s then existing financial ratios. Currently, the Company’s ratio would allow for the most favorable rate under the agreement’s range, which would be a rate of 3.89%. The Company is also required to pay on a quarterly basis an unused facility fee of 10 basis points of the average unused balance of the note. The Company may terminate the line at any time during the five-year term, as long as there are no amounts outstanding.

As of September 30, 2022 and December 31, 2021, the Company had no outstanding borrowings on its line of credit and was in compliance with all debt covenants.

As stated above, borrowings under our line of credit facility bear interest at variable rates based on LIBOR. Currently, the Federal Reserve Bank is considering options and transitioning away from LIBOR, and as such, has formed the Alternative Rates Committee (ARRC). The ARRC selected the Secured Overnight Financing Rate (SOFR) as an appropriate replacement. SOFR is based on transactions in the overnight repurchase markets, which reflects a transaction-based rate on a large number of transactions, better reflecting current financing costs. Discussions are ongoing with the Bank with regards to transitioning the rate for the Line from LIBOR to another appropriate rate such as SOFR.

5. COMMITMENTS AND CONTINGENCIES

Commitments

Under a number of indemnity agreements between the Company and each of its officers and directors, the Company has agreed to indemnify each of its officers and directors against any liability asserted against them in their capacity as an officer or director, or both. The Company's indemnity obligations under the indemnity agreements are subject to certain conditions and limitations set forth in each of the agreements. Under the terms of the Agreement, the Company is contingently liable for costs which may be incurred by the officers and directors in connection with claims arising by reason of these individuals' roles as officers and directors. The Company has obtained directors' and officers' insurance policies to fund certain obligations under the indemnity agreements.

The Company has salary continuation agreements with current and/or past employees. These agreements provide for monthly payments to each of the employees or their designated beneficiary upon the employee's retirement or death. The payment benefits range from $1,000 per month to $3,000 per month with the term of such payments limited to 15 years after the employee's retirement. The agreements also provide for survivorship benefits if the employee dies before attaining age 65, and severance payments if the employee is terminated without cause; the amount of which is dependent on the length of company service at the date of termination. The net present value of the retirement payments associated with these agreements is $382,000 on September 30, 2022, of which $334,000 is included in Other Long Term Liabilities, and the remaining current portion of $48,000 is included in Other Liabilities, associated with the applicable retirement benefit payments over the next twelve months. The December 31, 2021 liability of $447,000 had $399,000 reported in Other Long Term Liabilities, and a current portion of $48,000 in Other Liabilities.

The Company has obtained and is the beneficiary of life insurance policies with respect to current and/or past employees. The cash surrender value of such policies (included in Other Long Term Assets) amounts to $1,509,000 at September 30, 2022 and $1,651,000 at December 31, 2021.

In addition to the above, the Company has other contractual employment and or change of control agreements in place with key employees, as previously disclosed and noted in the Exhibit Index to the Company's December 31, 2021 Form 10-K. Obligations related to these arrangements are currently indeterminable due to the variable nature and timing of possible events required to incur such obligations.

As disclosed in detail in Note 7, Leases, to the Condensed Consolidated Financial Statements included in this report, the Company has several lease obligations in place that will be paid out over time. Most notably, the Company leases a facility in Banbury, England that serves the manufacturing, warehousing, and distribution functions.

Lastly, as provided in Item 7 under "Liquidity and Capital Resources", of the Company's December 31, 2021 Form 10-K, the Company has numerous purchase obligations in place for the forthcoming year, largely related to the Company's core material inventory components.

Contingencies

In the ordinary and normal conduct of the Company's business, it is subject to periodic lawsuits, investigations, and claims (collectively, the "Claims"). The Claims generally relate to potential lightning damage to our flexible gas piping products, which impact legal and product liability related expenses. The Company does not believe the Claims have legal merit, and therefore has commenced a vigorous defense in response to the Claims. It is possible that the Company may incur increased litigation costs in the future due to a variety of factors, including a higher number of Claims, higher legal costs, and higher insurance deductibles or retentions.

The Company was made aware of a potential legal liability regarding a legal dispute in the U.K., in which the Company's subsidiary, Omega Flex Limited ("OFL"), was the claimant. After withdrawing the claim, the court determined that OFL was responsible for the defendant's costs (including a portion of its attorneys' fees). The Company reached an initial agreement during the fourth quarter of 2020 and made a payment of £320,000 accordingly. An additional payment of £110,000 was made on January 5, 2022, which was recorded as an accrued liability as of December 31, 2021 and represented the remaining amount of the liability as part of the final arrangement. This matter is now closed.

The Company has in place commercial general liability insurance policies that cover most Claims, which are subject to deductibles or retentions, ranging primarily from $25,000 to $3,000,000 per claim (depending on the terms of the policy and the applicable policy year), up to an aggregate amount. Litigation is subject to many uncertainties and management is unable to predict the outcome of the pending suits and claims. The potential liability for a given claim could range from zero to a maximum of $3,000,000, depending upon the circumstances, and insurance deductible or retention in place for the respective claim year. The aggregate maximum exposure for all current open Claims as of September 30, 2022 is estimated to not exceed approximately $7,840,000, which represents the potential costs that may be incurred over time for the Claims within the applicable insurance policy deductibles or retentions. From time to time, depending upon the nature of a particular case, the Company may decide to spend in excess of a deductible or retention to enable more discretion regarding the defense, although this is not common. It is possible that the results of operations or liquidity of the Company, as well as the Company's ability to procure reasonably priced insurance, could be adversely affected by the pending litigation, potentially materially. The Company is currently unable to estimate the ultimate liability, if any, that may result from the pending litigation, or potential litigation from future claims or claims that have not yet come to our attention, and accordingly, the liability in the Condensed Consolidated Financial Statements primarily represents an accrual for legal costs for services previously rendered, outstanding settlements for Claims not yet paid, and anticipated settlements for Claims within the Company's remaining retention under its insurance policies. The liabilities recorded on the Company's books as of September 30, 2022 and December 31, 2021 were $3,513,000 and $262,000, respectively, and are included in Other Liabilities.

6. STOCK-BASED COMPENSATION PLANS

Phantom Stock Plan

Plan Description. On April 1, 2006, the Company adopted the Omega Flex, Inc. 2006 Phantom Stock Plan (the "Plan"). The Plan authorizes the grant of up to one million units of phantom stock to employees, officers, or directors of the Company. The phantom stock units ("Units") each represent a contractual right to payment of compensation in the future based on the market value of the Company's common stock. The Units are not shares of the Company's common stock, and a recipient of the Units does not receive any of the following:

- ownership interest in the Company
- shareholder voting rights
- other incidents of ownership to the Company's common stock

The Units are granted to participants upon the recommendation of the Company's President, and the approval of the Compensation Committee. Each of the Units that are granted to a participant will be initially valued by the Compensation Committee at an amount equal to the closing price of the Company's common stock on the grant date but are recorded at fair value using the Black-Sholes method as described below. The Units follow a vesting schedule, with a maximum vesting of three years after the grant date. Grants made on or after January 1, 2023, will fully vest three-years from the grant date. Upon vesting, the Units represent a contractual right of payment for the value of the Unit and therefore are stated as liabilities in accordance with Topic 718. The Units will be paid on their maturity date, one year after all the Units granted in a particular award have fully vested, unless a specified event occurs under the terms of the Plan, which would allow for earlier payment. The value of each Unit at the maturity date will equal the closing price of the Company's common stock as of the maturity date (*Full Value*).

In 2009, the Board of Directors authorized an amendment to the Plan to pay an amount equal to the value of any cash or stock dividend declared by the Company on its common stock to be accrued to the phantom stock units outstanding as of the record date of the common stock dividend. The dividend equivalent will be paid at the same time the underlying phantom stock units are paid to the participant.

In addition, the Plan has been amended and restated, for all grants made starting January 1, 2023, to set the vesting method to three-year cliff vesting following the grant date, with full value paid upon maturity. Additionally, for grants made starting January 1, 2023, upon retirement at age 67 or greater, and with one year of continuous service prior to retirement, vesting of the issued grant(s) would accelerate on a pro-rata basis, 1/3 per year from the grant date.

In certain circumstances, the Units may be immediately vested upon the participant's death or disability. All Units granted to a participant are forfeited if the participant is terminated from their relationship with the Company or its subsidiary for "cause," which is defined under the Plan. If a participant's employment or relationship with the Company is terminated for reasons other than for "cause," then any vested Units will be paid to the participant upon termination. However, Units granted to certain "specified employees" as defined in Section 409A of the Internal Revenue

Code will be paid approximately 181 days after termination.

Grants of Phantom Stock Units. As of December 31, 2021, the Company had 8,358 unvested units outstanding, all of which were granted at *Full Value*. On February 22, 2022, the Company granted an additional 2,471 *Full Value* Units with a fair value of $148.03 per unit on grant date, using historical volatility. In February 2022, the Company paid $838,000 for 5,450 fully vested and matured units that were granted during 2018, including their respective earned dividend values. In March 2022, the Company paid $295,000 for 1,870 fully vested units that were granted during 2018, 2019 and 2020, including their respective earned dividend values. On August 19, 2022, the Company granted an additional 1,022 *Full Value* Units with a fair value of $113.63 per unit on grant date, using historical volatility. In August 2022, the Company paid $107,000 for the 950 fully vested and matured units that were granted during August 2018, including their respective earned dividend values. As of September 30, 2022, the Company had 6,653 unvested units outstanding.

The Company uses the Black-Scholes option pricing model as its method for determining fair value of the Units. The Company uses the straight-line method of attributing the value of the stock-based compensation expense relating to the Units. The compensation expense (including adjustment of the liability to its fair value) from the Units is recognized over the vesting period of each grant or award.

The FASB ASC Topic 718, *Compensation - Stock Compensation*, requires forfeitures either to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates to derive an estimate of awards ultimately to vest or to recognize the effect of any forfeited awards for which the requisite vesting period is not completed in the period that the award is forfeited.

The Company recognizes the reversal of any previously recognized compensation expense on forfeited awards in the period that the award is forfeited. During the three and nine months ended September 30, 2022, no awards were forfeited. However, for the three and nine months ended September 30, 2021, a reversal of $56,000 of previously recognized compensation expense was recognized on 1,212 nonvested forfeited Units.

The total Phantom Stock related liability as of September 30, 2022 was $1,238,000 of which $656,000 is included in Other Liabilities, as it is expected to be paid within the next twelve months, and the balance of $582,000 is included in Other Long Term Liabilities. The total Phantom Stock related liability as of December 31, 2021 was $2,427,000 of which $1,156,000 was included in Other Liabilities, and the balance of $1,271,000 was included in Other Long Term Liabilities.

Related to the Phantom Stock Plan, in accordance with FASB ASC Topic 718, *Compensation - Stock Compensation*, the Company recorded compensation expense of approximately $51,000 and $579,000 for the nine months ended September 30, 2022 and 2021, respectively. The company recorded compensation income of approximately $81,000 for the three months ended September 30, 2022 and compensation expense of $102,000 for the three months ended September 30, 2021, respectively. Compensation income or expense for a given period largely depends upon fluctuations in the Company's stock price.

The following table summarizes information about the Company's nonvested phantom stock Units as of and for the nine months ended September 30, 2022:

	Units	Weighted Average Grant Date Fair Value
Number of Phantom Stock Unit Awards:		
Nonvested on December 31, 2021	8,358	$ 100.93
Granted	3,493	$ 137.97
Vested	(5,198)	$ 89.78
Forfeited	---	---
Canceled	---	---
Nonvested on September 30, 2022	6,653	$ 129.09
Phantom Stock Unit Awards Expected to Vest	6,653	$ 129.09

The total unrecognized compensation costs calculated on September 30, 2022 are $469,000 which will be recognized through August of 2025. The Company will recognize the related expense over the weighted average period of 1.4 years.

7. LEASES

In the U.S., the Company owns its two main operating facilities located in Exton, Pennsylvania. In addition to the owned facilities, the Company also has operations in other locations that are leased, as well as other leased assets. In conjunction with the guidance for leases, as defined by the FASB with ASU 2016-02, *Leases* (Topic 842), the Company has described the existing leases, which are all classified as operating leases, pursuant to the below.

In the U.S., the Company leases a facility in Houston, Texas, which currently provides manufacturing, stocking, and sales operations, with the lease term running through October 2024 and a facility in Malvern, Pennsylvania, which was consummated, effective January 1, 2022, with a 3-year term ending in December 2024, that provides warehousing. Additionally, the Company extended its operating lease agreement for its corporate office space in Middletown, Connecticut, with the lease term ending in June 2027.

In the U.K., the Company leases a facility in Banbury, England, which serves manufacturing, warehousing, and other operational functions. The lease in Banbury has a 15-year term ending in March 2036.

In addition to property rentals, the Company also has lease agreements in place for various fleet vehicles and equipment with various lease terms.

On September 30, 2022, the Company has recorded right-of-use assets of $3,095,000, and a lease liability of $3,099,000, of which $431,000 is reported as a current liability. On December 31, 2021, the Company had recorded right-of-use assets of $3,374,000, and a lease liability of

$3,373,000, of which $383,000 was reported as a current liability. The respective weighted average remaining lease term and discount rate are approximately 11.01 years and 1.05% as of September 30, 2022.

Rent expense for the operating leases was approximately $119,000 and $384,000 for the three and nine months ended September 30, 2022 and $108,000 and $312,000 for the three and nine months ended September 30, 2021.

Future minimum lease payments, inclusive of interest, under non-cancelable leases as of September 30, 2022 are as follows:

Twelve Months Ending September 30,	**Operating Leases (in thousands)**
2023	$ 431
2024	411
2025	270
2026	240
2027	226
Thereafter	1,521
Total Minimum Lease Payments	$ 3,099

8. SHAREHOLDERS' EQUITY

As of September 30, 2022 and December 31, 2021, the Company had authorized 20,000,000 common stock shares with par value of $0.01 per share. For both periods, the total number of outstanding shares was 10,094,322, shares held in Treasury was 59,311, and total shares issued was 10,153,633.

During 2022 and 2021, upon approval of the Board of Directors (the "Board") the Company has declared and paid dividends, as set forth in the following table:

Dividend Declared		**Dividend Paid**	
Date	**Price Per Share**	**Date**	**Amount**
September 30, 2022	$0.32	October 24, 2022	$3,231,000
June 24, 2022	$0.32	July 5, 2022	$3,230,000
March 29, 2022	$0.30	April 25, 2022	$3,028,000
December 9, 2021	$0.30	December 30, 2021	$3,029,000
September 15, 2021	$0.30	October 4, 2021	$3,028,000
June 9, 2021	$0.30	July 6, 2021	$3,028,000
March 24, 2021	$0.28	April 14, 2021	$2,827,000
December 11, 2020	$0.28	January 5, 2021	$2,826,000

In addition to the above dividend amounts, there were dividends approved by the Company's foreign subsidiary during September 2021, which amounted to an outlay of cash of $129,000 to the foreign subsidiary's noncontrolling interest.

It should be noted that from time to time, the Board may elect to pay special dividends, in addition to or in lieu of the regular quarterly dividends, depending upon the financial condition of the Company.

On April 4, 2014, the Board authorized an extension of its stock repurchase program without expiration, up to a maximum amount of $1,000,000. The original program established in December 2007 authorized the purchase of up to $5,000,000 of its common stock. The purchases may be made from time-to-time in the open market or in privately negotiated transactions, depending on market and business conditions. The Board retained the right to cancel, extend, or expand the share buyback program, at any time and from time-to-time. Since inception, the Company has purchased a total of 61,811 shares for approximately $932,000, or approximately $15 per share, which were held as treasury shares. The Company has not made any stock repurchases since 2014.

9. RELATED PARTY TRANSACTIONS

From time to time the Company may have related party transactions ("RPTs"). In short, RPTs represent any transaction between the Company and any Company employee, director or officer, or any related entity, or relative, etc. The Company performs a review of transactions each year to determine if any RPTs exist, and if so, determines if the related parties act independently of each other in a fair transaction. Through this investigation the Company noted a limited number of RPTs which are disclosed hereto. First, legal and accounting fees of $117,000 were paid on behalf of three affiliated shareholders during the first two quarters of 2021 for the filing of a registration statement with the SEC (Form S-3) which allowed for the resale of up to 300,000 shares of common stock owned by the affiliated shareholders. The legal and accounting fees are to be repaid to the Company by the three affiliated shareholders, and the remaining amount is reported in Other Current Assets. Legal services for the Form S-3 and for other legal services were performed by a firm which formerly employed one member of the board. Second, on occasion the Company shares a small amount of services with its former parent Mestek, Inc., mostly related to board meeting expenses. Finally, the Company is aware of transactions between a few service providers which employ individuals with associations to Omega Flex employees. In all cases, these transactions have been determined to be independent transactions with no indication that they are influenced by the related relationships. Other than as disclosed above, the Company is currently not aware of any RPTs between the Company and any of its current directors or officers outside the scope of their normal business functions or expected contractual duties.

10. SUBSEQUENT EVENTS

The Company evaluated all events or transactions that occurred through the date of this filing. During this period, no events came to the Company's attention that would impact the Condensed Consolidated Financial Statements for the period ended September 30, 2022.

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

This report contains forward-looking statements, which are subject to inherent uncertainties. These uncertainties include, but are not limited to, variations in weather, changes in the regulatory environment, customer preferences, general economic conditions, increased competition, the outcome of outstanding litigation, and future developments affecting environmental matters. All of these are difficult to predict, and many are beyond the ability of the Company to control.

Certain statements in this Quarterly Report on Form 10-Q that are not historical facts, but rather reflect the Company's current expectations concerning future results and events, constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The words "believes", "expects", "intends", "plans", "anticipates", "hopes", "likely", "will", and similar expressions identify such forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company, or industry results, to differ materially from future results, performance or achievements expressed or implied by such forward-looking statements.

Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's view only as of the date of this Form 10-Q. The Company undertakes no obligation to update the result of any revisions to these forward-looking statements which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, conditions, or circumstances.

OVERVIEW

The Company is a leading manufacturer of flexible metal hose and is currently engaged in a number of different markets, including construction, manufacturing, transportation, petrochemical, pharmaceutical and other industries.

The Company's business is managed as a single operating segment that consists of the manufacture and sale of flexible metal hose, fittings, and accessories. The Company's products are concentrated in residential and commercial construction, and general industrial markets, with a comprehensive portfolio of intellectual property and patents issued in various countries around the world. The Company's primary product, flexible gas piping, is used for gas piping within residential and commercial buildings. Through its flexibility and ease of use, the Company's TracPipe® and TracPipe® CounterStrike® flexible gas piping, along with its fittings distributed under the trademarks AutoSnap® and AutoFlare®, allows users to substantially cut the time required to install gas piping, as compared to traditional methods. The Company's newest product line MediTrac® corrugated medical tubing is used for piping medical gases (oxygen, nitrogen, nitrous oxide, carbon dioxide, and medical vacuum) in health care facilities. Building on the recognized strengths and strategies employed in the flexible gas piping market, MediTrac® can be used in place of rigid copper pipe, and due to its long continuous lengths and flexibility, it can be installed approximately five times faster than rigid copper pipe, saving on installation labor and construction schedules. The Company's products are manufactured at its Exton, Pennsylvania and Houston, Texas facilities in the U.S., and in Banbury, Oxfordshire in the U.K. A majority of the Company's sales across all industries are generated through independent outside sales organizations such as sales representatives, wholesalers and distributors, or a combination of both. The Company has a broad distribution network in North America and to a lesser extent in other global markets.

CHANGES IN FINANCIAL CONDITION

For the period ended September 30, 2022 vs. December 31, 2021

The Company's cash balance of $30,569,000 on September 30, 2022 decreased $2,344,000 (7.1%) from a balance of $32,913,000 as of December 31, 2021 mainly because of dividends paid of $6,258,000 partially offset by cash provided by operating activities of $4,569,000. See the Company's Condensed Consolidated Cash Flow Statements for further details regarding the change in cash.

Inventory was $21,827,000 and $15,565,000 as of September 30, 2022 and December 31, 2021, respectively, increasing $6,262,000 or 40.2%. The increase is mainly the result of the purchase of inventory to ensure enough materials on hand because of the challenging supply chain environment and significantly increased costs.

Other Current Assets were $4,615,000 on September 30, 2022, compared to $2,533,000 as of December 31, 2021, increasing $2,082,000 or 82.2%. The increase is mainly the result of the prepayment of annual business insurance premiums for the upcoming annual period.

Accrued Compensation was $2,897,000 on September 30, 2022, compared to $7,008,000 on December 31, 2021, decreasing $4,111,000 or 58.7%. A significant portion of the liability that existed at the previous year end related to incentive compensation earned in 2021. As is customary, the liability was then paid during the first quarter of the following year, or 2022, thus diminishing the balance. In the current year there was a decrease in the incentive compensation liability to align with the changes in the executive management team. The liability now represents amounts earned during the current year.

Accrued Commissions and Sales Incentives were $4,765,000 and $7,183,000 as of September 30, 2022 and December 31, 2021, respectively, decreasing $2,418,000 or 33.7%. A portion of the decrease relates to a lower level of sales during the current quarter in comparison to the fourth quarter of the previous year, and the resulting commissions and sales incentives that are earned. Additionally, a portion of the sales incentives have an annual component which accumulates during the year and are then paid during the first quarter of the following year.

Other Liabilities were $7,079,000 and $4,864,000 as of September 30, 2022 and December 31, 2021, respectively. The increase of $2,215,000 or 45.5% mainly relates to accruals for legal and product liability matters which the Company continues to vigorously defend.

Retained earnings were $58,005,000 and $50,053,000 as of September 30, 2022 and December 31, 2021, respectively, increasing $7,952,000 or 15.9%. The increase was primarily due to net income during the year, as provided on the Company's Condensed Consolidated Statements of Income, partially offset by dividends declared during 2022, as discussed in detail in Note 8, Shareholders' Equity, to the Condensed Consolidated Financial Statements included in this report.

RESULTS OF OPERATIONS

Three months ended September 30, 2022 vs. September 30, 2021

The Company reported comparative results from operations for the three months ended September 30, 2022 and 2021 as follows:

	Three months ended September 30, (in thousands)			
	2022	2022	2021	2021
	($000)	%	($000)	%
Net Sales	$ 31,629	100.0%	$31,725	100.0%
Gross Profit	$ 19,757	62.5%	$20,039	63.2%
Operating Profit	$ 8,641	27.3%	$ 8,326	26.2%

Net Sales. The Company's 2022 third quarter sales of $31,629,000 decreased $96,000 or 0.3% compared to the third quarter of 2021, which generated sales of $31,725,000. Although sales are consistent with the previous period, sales unit volumes were lower. The effect of the lower sales volumes was largely offset by pricing actions to offset material cost pressure and to protect margins.

Gross Profit. The Company's gross profit margins were 62.5% and 63.2% for the three months ended September 30, 2022 and 2021, respectively.

Selling Expenses. Selling expenses consist primarily of employee salaries and associated overhead costs, commissions, and the cost of marketing programs such as advertising, trade shows and related communication costs, and freight. Selling expense was $5,261,000 and $4,876,000 for the three months ended September 30, 2022 and 2021, respectively, representing an increase of $385,000 or 7.9%. The increases mostly related to commissions, staffing related expenses, and costs for resumption of travel and other marketing efforts, which were lower in the 2021 period due to the pandemic, partially offset by lower freight. Selling expenses increased as a percent of net sales compared to last year, being 16.6% for the three months ended September 30, 2022, and 15.4% for the three months ended September 30, 2021.

General and Administrative Expenses. General and administrative expenses consist primarily of employee salaries, benefits for administrative, executive and finance personnel, legal and accounting, and corporate general and administrative services. General and administrative expenses were $4,754,000 and $5,724,000 for the three months ended September 30, 2022 and

2021, respectively, thus decreasing by $970,000 or 16.9%. There was a decrease in the incentive compensation component which is aligned with profitability of $1,774,000 to align with the changes in the executive management team. There also was a reduction in stock-based compensation expense which moves in relation to the Company's stock price, as detailed in Note 6, Stock-Based Compensation Plans, to the Condensed Consolidated Financial Statements included in this report. Higher items include product liability reserves and expenses, associated primarily with one pending case, which the Company continues to vigorously defend, and staffing related expenses. As a percentage of sales, general and administrative expenses decreased to 15.0% for the three months ended September 30, 2022 from 18.0% for the three months ended September 30, 2021.

Engineering Expense. Engineering expenses consist of development expenses associated with the development of new products and enhancements to existing products, and manufacturing engineering costs. Engineering expenses were $1,101,000 and $1,113,000 for the three months ended September 30, 2022 and 2021, respectively, decreasing by $12,000 or 1.1%. Engineering expenses as a percentage of sales were 3.5% for the three months ended September 30, 2022 and 2021.

Operating Profits. Reflecting all of the factors mentioned above, operating profits were $8,641,000 and $8,326,000 for the three months ended September 30, 2022 and 2021, respectively, increasing by $315,000 or 3.8%.

Interest Income. Interest income is recorded on cash investments, and interest expense is recorded at times when the Company has debt amounts outstanding on its line of credit. The Company recorded $32,000 of interest income for the three months ended September 30, 2022 and $10,000 for the three months ended September 30, 2021.

Other Income (Expense). Other income (expense) primarily consists of foreign currency exchange gains (losses) on transactions settled in currencies other than the Company's local currency, typically related to the Company's foreign U.K. subsidiaries. There were losses of $210,000 and $19,000 recorded during the three months ended September 30, 2022 and 2021 respectively. The British Pound had weakened during each of the third quarters of 2022 and 2021. As a percentage of sales, other expenses increased to 0.7% for the three months ended September 30, 2022 from 0.1% for the three months ended September 30, 2021.

Income Tax Expense. Income tax expense was $1,924,000 for the three months ended September 30, 2022, compared to $2,160,000 for the same period in 2021, decreasing $236,000 or 10.9%, mostly because of the reduction of non-deductible incentive compensation to align with the changes in the executive management team.

Nine months ended September 30, 2022 vs. September 30, 2021

The Company reported comparative results from operations for the nine months ended September 30, 2022 and 2021 as follows:

	Nine months ended September 30, (in thousands)			
	2022 ($000)	2022 %	2021 ($000)	2021 %
Net Sales	$ 94,670	100.0%	$94,554	100.0%
Gross Profit	$ 59,665	63.0%	$59,296	62.7%
Operating Profit	$ 23,349	24.7%	$25,064	26.5%

Net Sales. The Company's sales for the first nine months of 2022 of $94,670,000 increased $116,000 or 0.1% compared to the first nine months of 2021, which generated sales of $94,554,000. Although sales are consistent with the previous period, sales unit volumes were lower. The effect of the lower sales volumes was largely offset by pricing actions to offset material cost pressure and to protect margins.

Gross Profit. The Company's gross profit margins were 63.0% and 62.7% for the nine months ended September 30, 2022 and 2021, respectively.

Selling Expenses. Selling expenses consist primarily of employee salaries and associated overhead costs, commissions, and the cost of marketing programs such as advertising, trade shows and related communication costs, and freight. Selling expense was $16,545,000 and $14,625,000 for the nine months ended September 30, 2022 and 2021, respectively, representing an increase of $1,920,000 or 13.1%. The increases primarily related to costs for resumption of travel and other marketing efforts, which were lower in the 2021 period due to the pandemic. Commissions and staffing related expenses were also higher. Commissions increased partly because of a shift of shipments from third party warehouses, whose shipments are subject to commission, compared to those directly from the manufacturing facilities, whose shipments are not subject to commission. Selling expenses increased as a percent of net sales compared to last year, being 17.5% for the nine months ended September 30, 2022, and 15.5% for the nine months ended September 30, 2021.

General and Administrative Expenses. General and administrative expenses consist primarily of employee salaries, benefits for administrative, executive and finance personnel, legal and accounting, and corporate general and administrative services. General and administrative expenses were $16,257,000 and $16,281,000 for the nine months ended September 30, 2022 and 2021, respectively, thus decreasing by $24,000 or 0.1%. There was a decrease in the incentive compensation component which is aligned with profitability of $2,167,000 to align with the changes in the executive management team and there was a reduction in stock-based compensation expense which moves in relation to the Company's stock price, as detailed in Note 6, Stock-Based Compensation Plans, to the Condensed Consolidated Financial Statements included in this report. Higher items higher product liability reserves and expenses of $2,159,000 associated primarily with two pending cases, which the Company continues to vigorously defend, and staffing related expenses. As a percentage of sales, general and administrative expenses were 17.2% for the nine months ended September 30, 2022 and 2021.

Engineering Expense. Engineering expenses consist of development expenses associated with the development of new products and enhancements to existing products, and manufacturing engineering costs. Engineering expenses were $3,514,000 and $3,326,000 for the nine months ended September 30, 2022 and 2021, respectively, increasing by $188,000 or 5.7%, mainly associated with increases in experimental materials and travel. Engineering expenses increased as a percentage of sales, being 3.7% for the nine months ended September 30, 2022, and 3.5% for the same period in 2021.

Operating Profits. Reflecting all of the factors mentioned above, operating profits were $23,349,000 and $25,064,000 for the nine months ended September 30, 2022 and 2021, respectively, decreasing by $1,715,000 or 6.8%.

Interest Income. Interest income is recorded on cash investments, and interest expense is recorded at times when the Company has debt amounts outstanding on its line of credit. The Company recorded $52,000 and $27,000 of interest income during the first nine months of 2022 and 2021, respectively.

Other Income (Expense). Other Income (Expense) primarily consists of foreign currency exchange gains (losses) on transactions settled in currencies other than the Company's local currency, typically related to the Company's foreign U.K. subsidiaries. There was a loss of $374,000 recorded during the first nine months of 2022, but a gain of $6,000 during the first nine months of 2021. The British Pound had weakened during the first nine months of 2022. As a percentage of sales, other expenses increased to 0.4% for the nine months ended September 30, 2022.

Income Tax Expense. Income Tax Expense was $5,558,000 for the first nine months of 2022, compared to $6,441,000 for the same period in 2021, decreasing $883,000 or 13.7%, because of the decrease in income before taxes and from the reduction of non-deductible incentive compensation to align with the changes in the executive management team.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our discussion and analysis of our financial condition and results of operations are based upon our Condensed Consolidated Financial Statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. We evaluate our estimates on an on-going basis. Estimates are used for, but not limited to, revenue recognition and related sales incentives, provisions for credit losses, inventory reserves, valuation of goodwill, product liability reserves, valuation of phantom stock, and accounting for income taxes. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

We believe our judgments related to these accounting estimates are appropriate. Actual results may differ from these estimates under different assumptions or conditions.

Revenue Recognition

The Company's accounting policy relating to revenue recognition reflects the impact of the adoption of Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"), which is discussed further in the Notes to the Condensed Consolidated Financial Statements. As a result of the adoption of ASC 606, the Company records revenue based upon a five-step approach. The Company sells goods on typical, unmodified free on board (FOB) shipping point terms. As the seller, it can be determined that the shipped goods meet the agreed-upon specifications in the contract or customer purchase order (e.g. items, quantities, and prices) with the buyer, so customer acceptance would be deemed a formality, as noted in ASC 606-10-55-86. As a result, the Company has a legal right to payment upon shipment of the goods. Based upon the above, the Company has concluded that transfer of control substantively transfers to the customer upon shipment. Other than standard product warranty provisions, the sales arrangements provide for no other post-shipment obligations. The Company offers rebates and other sales incentives, promotional allowances, or discounts to certain customers, typically related to purchase volume, and are classified as a reduction of revenue and recorded at the time of sale. The Company periodically evaluates whether an allowance for sales returns is necessary. Historically, the Company has experienced minimal sales returns. If it is believed there are to be material potential sales returns, the Company will provide the necessary provision against sales.

Provision for Credit Losses

The Company maintains allowances for credit losses, which represent an estimate of expected losses over the remaining contractual life of its receivables considering current market conditions and estimates for supportable forecasts when appropriate. The estimate is a result of the Company's ongoing assessments and evaluations of collectability, historical loss experience, and future expectations in estimating credit losses in its receivable portfolio. For accounts receivables, the Company uses historical loss experience rates and applies them to a related aging analysis while also considering customer and/or economic risk where appropriate. Determination of the proper amount of allowances requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, as a result, net earnings. The allowances consider numerous quantitative and qualitative factors that include receivable type, historical loss experience, delinquency trends, collection experience, current economic conditions, estimates for supportable forecasts, when appropriate, and credit risk characteristics. Changes in allowances may occur in the future as the above referenced quantitative and qualitative factors change.

Inventories

Inventories are valued at the lower of cost or net realizable value. The cost of inventories is determined by the first-in, first-out (FIFO) method. The Company generally considers inventory quantities beyond two years of usage, measured on a historical usage basis, to be excess inventory and reduces the carrying value of inventory accordingly. These reductions to the inventory carrying values are estimates, which could vary significantly, either favorably or unfavorably, from actual amounts if future economic conditions, sales levels, or competitive conditions change.

Goodwill

In accordance with Financial Accounting Standards Board ("FASB") ASC Topic 350, *Intangibles – Goodwill and Other (ASU 2017-04)*, using the simplified method as adopted, the Company performed an annual impairment test as of December 31, 2021. This test did not indicate any impairment of goodwill as the Company's estimated fair value of the reporting unit exceeded carrying value. The test may be performed more frequently if we believe indicators of impairment might exist. These indicators may include changes in macroeconomic and industry conditions, overall financial performance, and other relevant entity-specific events.

Product Liability Reserves

Product liability reserves represent the estimated unpaid amounts under the Company's insurance policies with respect to existing claims. The Company uses the most current available data to estimate claims. As explained more fully under Note 5, Commitments and Contingencies, to the Condensed Consolidated Financial Statements included in this report for various product liability claims covered under the Company's general liability insurance policies, the Company must pay certain defense and settlement costs within its deductible or self-insured retention limits, ranging primarily from $25,000 to $3,000,000 per claim, depending on the terms of the policy in the applicable policy year, up to an aggregate amount. The Company is vigorously defending against all known claims. It is possible that the Company may incur increased litigation costs in the future due to a variety of factors, including a higher number of claims, higher legal costs, and higher insurance deductibles or retentions. Litigation is subject to many uncertainties and management is unable to predict the outcome of the pending suits and claims. From time to time, depending upon the nature of a particular case, the Company may decide to spend more than a deductible or retention to enable more discretion regarding the defense, although this is not common. It is possible that the results of operations or liquidity of the Company, as well as the Company's ability to procure reasonably priced insurance, could be adversely affected by the pending litigation, potentially materially. The Company is currently unable to estimate the ultimate liability, if any, that may result from the pending litigation, or potential litigation from future claims or claims that have not yet come to our attention, and accordingly, the liability in the Condensed Consolidated Financial Statements primarily represents an accrual for legal costs for services previously rendered, settlements for Claims not yet paid, and anticipated settlements for claims within the Company's remaining retention under its insurance policies.

Stock-Based Compensation Plans

In 2006, the Company adopted a Phantom Stock Plan (the "Plan"), which allows the Company to grant phantom stock units ("Units") to certain key employees, officers, or directors. The Units each represent a contractual right to payment of compensation in the future based upon the market value of the Company's common stock and are accordingly recorded as liabilities. The Units follow a vesting schedule over three years from the grant date and are then paid upon maturity. In accordance with FASB ASC Topic 718, *Compensation - Stock Compensation* ("Topic 718"), the Company uses the Black-Scholes option pricing model as its method for determining the fair value of the Units. The liabilities for the Units are adjusted to market value over time from the grant dates to the related maturity dates. The Company recognizes the reversal of any previously recognized compensation expense on forfeited nonvested Units in the period the Units are forfeited.

The Plan has been amended and restated, for all grants made starting January 1, 2023, to set the vesting method to three-year cliff vesting following the grant date, with full value paid upon maturity. Additionally, for grants made starting January 1, 2023, upon retirement at age 67 or greater, and with one year of continuous service prior to retirement, vesting of the issued grant(s) would accelerate on a pro-rata basis, 1/3 per year from the grant date.

Further details of the Plan are provided in Note 6, Stock-Based Compensation Plans, to the Condensed Consolidated Financial Statements included in this report. Any significant changes in the Company's stock price may have a material impact upon the valuation of the Units.

Income Taxes

The Company accounts for tax liabilities in accordance with the FASB ASC Topic 740, *Income Taxes*. Under this method the Company recorded tax expense and related deferred taxes and tax benefits.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided for deferred tax assets if it is more likely than not that these items will either expire before the Company is able to realize the benefit, or that future deductibility is uncertain. The Company's accounting for deferred tax consequences represents the best estimate of those future events. Changes in estimates, due to unanticipated events or otherwise, could have a material effect on the financial condition and results of operations of the Company. The Company continually evaluates its deferred tax assets to determine if a valuation allowance is required.

LIQUIDITY AND CAPITAL RESOURCES

Historically, the Company's primary cash needs have been related to working capital items, which the Company has largely funded through cash generated from operations.

As of September 30, 2022, the Company had a cash balance of $30,569,000. Additionally, the Company has a $15,000,000 line of credit available, as discussed in detail in Note 4, which had no borrowings outstanding upon it on September 30, 2022. On December 31, 2021, the Company had a cash balance of $32,913,000, with no borrowings against the line of credit.

Operating Activities

Cash provided or used by operating activities is net income adjusted for certain non-cash items and changes in certain assets and liabilities, such as those included in working capital.

For the nine months ended September 30, 2022, the Company's operating activities provided cash of $4,569,000, compared to the nine months ended September 30, 2021 which provided cash of $13,164,000, a difference of $8,595,000. For details of the operating cash flows refer to the Condensed Consolidated Statements of Cash Flows in Part I – Financial Information on page eight.

As a general trend, the Company tends to deplete or generate lower amounts of cash early in the year, as significant payments are typically made for accrued promotional incentives and incentive compensation. Cash has then historically shown a tendency to be restored and accumulated during the latter portion of the year.

Investing Activities

Cash used in investing activities during the nine months ended September 30, 2022 and 2021 was $817,000 and $720,000, respectively for capital expenditures.

Financing Activities

All financing activities relate to dividend payments, which are detailed in Note 8, Shareholders' Equity. Dividend payments through the first nine months of 2022 and 2021 amounted to $6,258,000 and $8,809,000, respectively.

Liquidity

We believe our existing cash and cash equivalents, along with our borrowing capacity, will be sufficient to meet our anticipated cash needs for at least the next twelve months. Our future capital requirements will depend upon many factors including our rate of revenue growth, the timing and extent of any expansion efforts, and the potential for investments in, or the acquisition of any complementary products, businesses, or supplementary facilities for additional capacity.

CONTINGENT LIABILITIES AND GUARANTEES

See Note 5 to the Company's Condensed Consolidated Financial Statements.

OFF-BALANCE SHEET ARRANGEMENTS

None.

Item 3 – Quantitative and Qualitative Information about Market Risks

The Company does not engage in the purchase or trading of market risk sensitive instruments. The Company does not presently have any positions with respect to hedge transactions such as forward contracts relating to currency fluctuations. No market risk sensitive instruments are held for speculative or trading purposes.

Item 4 – Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures.

At the end of the fiscal third quarter of 2022, the Company evaluated the effectiveness of the design and operation of its disclosure controls and procedures. The Company's disclosure controls and procedures are designed to ensure that the Company records, processes, summarizes, and reports in a timely manner the information required to be disclosed in the periodic reports filed by the Company with the Securities and Exchange Commission. The Company's management, including the chief executive officer and chief financial officer, have conducted an evaluation of the effectiveness of the design and operation of the Company's Disclosure Controls and Procedures as defined in the Rule 13a-15(e) of Securities Exchange Act of 1934. Based on that evaluation, the chief executive officer and chief financial officer have concluded that, as of the date of this report, the Company's disclosure controls and procedures are effective to provide reasonable assurance of achieving the purposes described in Rule 13a-15(e), and no changes are required at this time.

(b) Changes in Internal Controls.

There was no change in the Company's "internal control over financial reporting" (as defined in rule 13a-15(f) of the Securities Exchange Act of 1934) identified in connection with the evaluation required by Rule 13a-15(d) of the Securities Exchange Act of 1934 that occurred during the nine month period covered by this Report on Form 10-Q that has materially affected or is reasonably likely to materially affect the Company's internal control over financial reporting subsequent to the date the chief executive officer and chief financial officer completed their evaluation.

PART II - OTHER INFORMATION

Item 1 – Legal Proceedings

See legal proceedings disclosure in Note 5, Commitments and Contingencies, to the Condensed Consolidated Financial Statements included in this report.

Item 1A – Risk Factors

Risk factors are discussed in detail in the Company's December 31, 2021 Form 10-K. There are no additional risks attributable to the quarter.

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

None.

Item 3 – Defaults Upon Senior Securities

None.

Item 4 – Mine Safety Disclosures

Not Applicable.

Item 5 – Other Information

None.

Item 6 - Exhibits

Exhibit No.	Description
10.20	Omega Flex, Inc. 2006 Phantom Stock Plan, as amended and restated effective as of January 1, 2023.
10.21	Form of Phantom Stock Agreement between Omega Flex, Inc., and the applicable grantee, for grants on or after January 1, 2023.
31.1	Certification of Chief Executive Officer of Omega Flex, Inc. pursuant to Rule 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer of Omega Flex, Inc. pursuant to 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.
32.1	Certification of Chief Executive Officer and Chief Financial Officer of Omega Flex, Inc., pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

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

OMEGA FLEX, INC.
(Registrant)

Date: November 7, 2022

By: /S/ Matthew F. Unger___________
Matthew F. Unger
Vice President – Finance
and Chief Financial Officer

EXHIBIT 10.20

Omega Flex, Inc.

2006 Phantom Stock Plan

(as amended and restated effective as of January 1, 2023)

451 Creamery Way, Exton, Pennsylvania, 19341

OMEGA FLEX, INC.
2006 PHANTOM STOCK PLAN
(as amended and restated effective as of January 1, 2023)

ARTICLE 1 - PURPOSE

The Omega Flex, Inc. 2006 Phantom Stock Plan was initially adopted by Omega Flex, Inc. effective on April 1, 2006, was further amended effective December 9, 2009 to add divided equivalents and is now further amended and restated, effective as of January 1, 2023, to revise the vesting schedule for Phantom Stock units granted on or after the Effective Date. The purpose of the Omega Flex, Inc. 2006 Phantom Stock Plan, as amended and restated effective as of January 1, 2023, (the "Plan") is to retain the services of a select group of employees as well as the services of certain directors of Omega Flex, Inc. and its subsidiaries to motivate them to contribute to the growth and profits of the Company. The Plan is intended to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Plan shall be interpreted in a manner consistent with such intent.

ARTICLE 2 - DEFINITIONS

As used herein, the following terms shall have the meaning specified below unless the context clearly indicates to the contrary:

"Beneficiary" shall mean any person or persons (including, without limitation, the trustees of any testamentary or *inter vivos* trust), as designated from time to time in writing pursuant to Article 5, to whom any benefits may be payable upon the death of a Participant.

"Cause" shall mean any of the following acts or omissions on the part of the Participant:

(i) dishonesty or fraud resulting in damage to the business of the Company;

(ii) embezzlement or theft of assets of the Company;

(iii) breach of the representations, warranties or obligations of Participant in any employment, or other agreement between the Company and any such Participant;

(iv) conviction or plea of guilty or *nolo contendere* to a felony resulting in damage to the business of the Company; or

(v) failure by any Participant to perform the Participant's employment, other duties to the best of the Participant's abilities, or willful failure to carry out the lawful and proper directions of the President or the Board of Directors of the Company.

"Committee" shall mean the Compensation Committee of the Board of Directors of Omega Flex, Inc.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" shall mean Omega Flex, Inc., including any Subsidiary thereof, and any successor or successors thereto.

"Disabled" or "Disability" shall mean that a Participant has terminated Service with the Company and is entitled to disability benefits under the Company's group disability insurance plan (or would be so entitled if the Participant was a participant in such plan).

"Dividend Equivalent Amount" means an amount equal to the value of any dividend (whether ordinary or extraordinary, and whether in cash, securities or other property) declared on one share of Omega Common Stock. For purposes of the preceding sentence, the per share cash value of any stock dividend declared on Omega Common Stock shall be the closing price of the Omega Common Stock on the dividend payment date, or if the closing price is not available on that date, the latest date prior to the dividend payment date for which the closing price is available.

"Dividend Equivalent Account" means a separate account established on the books of the Company for each Participant with respect to each grant of Phantom Stock hereunder. A Participant's Dividend Equivalent Accounts shall be unfunded bookkeeping accounts and shall not constitute or be treated as a trust fund of any kind. Amounts credited to a Participant's Dividend Equivalent Accounts shall not be adjusted for earnings or losses (except as otherwise determined by the Committee in its sole discretion).

"Effective Date" shall mean January 1, 2023, which is the effective date of this amendment and restatement of the Plan.

"Grant Date" shall mean the effective date on which the Committee grants Phantom Stock to a Participant.

"Maturity Date" shall mean the date on which a Participant's vested Phantom Stock units are deemed to mature, which shall be the date set forth in the Plan Agreement; provided however that in no event shall the Maturity Date be a date prior to the date when all the Phantom Stock units granted in the Plan Agreement are scheduled to become fully vested.

"Maturity Price" shall mean the Value of a unit of Phantom Stock on the Maturity Date.

"Omega Common Stock" shall mean the common stock of Omega Flex, Inc.

"Participant" shall mean an officer, employee or director who has been selected by the Committee to participate in the Plan and who executes and returns to the Committee the Plan Agreement. Any officer, employee or director of a Subsidiary shall also be eligible to participate in the Plan, subject to the selection and approval by the management of Omega Flex, Inc. and the Committee.

"Phantom Stock" shall mean units designated by the Company which represent a contractual right to payment of the Value of the shares of Omega Common Stock. Phantom Stock units are not shares of Omega Common Stock or the assets of Omega Flex, Inc., nor does the Phantom Stock provide any rights to obtain ownership of any shares of Omega Common Stock, or to exercise any rights incident to ownership of Omega Common Stock.

"Plan" shall mean Omega Flex, Inc. 2006 Phantom Stock Plan, as amended and restated effective as of January 1, 2023.

"Plan Agreement" shall mean one or more written agreements, as may be amended from time to time, which is entered into by and between the Company and a Participant. The terms of any Plan Agreement may not vary any of the terms set forth in the Plan

"Retirement" shall mean the voluntary separation from Service, within the meaning of Code Section 409A, of a Participant who is an employee of the Company for a reason other than Cause, death or Disability and after the Participant's completion of 1 (one) year of continuous Service and attainment of age 67.

"Service" shall mean the performance of services for the Company as an employee, director, and/or consultant, as determined by the Committee in its sole discretion. If a Participant transfers between the Company and another affiliated entity, then the Committee, in its sole discretion, shall decide whether Service has been terminated; provided that no termination of Service will be deemed to have occurred unless it constitutes a "separation from service" within the meaning of Code Section 409A and regulations thereunder.

"Subsidiary" shall mean any corporation, company, partnership or other business organization in which Omega Flex, Inc. has a direct or indirect controlling equity interest.

“Termination Other than for Cause” shall mean a termination of the Participant's Service for any reason other than Cause.

"Value" of a unit of Phantom Stock for any given date shall be equal to the closing price on that date of one share of Omega Common Stock as listed on a national exchange or quoted on a national automated quotation system, or if the closing price is not available on that date, the latest date prior to that date for which the closing price is available. If Omega Common Stock is not listed on a national exchange or national automated quotation system, then the "Value" of a unit of Phantom Stock shall be determined by the Committee and the Participants shall not have any right to challenge the Committee's determination.

ARTICLE 3 - ELIGIBILITY, GRANT AND VESTING

3.1 Eligibility/Grant. Participation in the Plan shall be limited to a select group of officers, employees, and directors of the Company. The Company's President may recommend to the Committee officers or employees of the Company, and the Compensation Committee may recommend to the Board one or more directors of the Company, that may participate in the Plan. The grant of Phantom Stock to any recommended individual employee will be at the sole and exclusive discretion of the Compensation Committee, and the grant of Phantom Stock to any recommended director will be at the sole and exclusive discretion of the Board of Directors. The recommendation that all members of the Board of Directors participate in the Plan will not be deemed to constitute a conflict of interest prohibiting any director to vote upon such recommendation.

3.2 Phantom Stock Units. The Committee authorizes the issuance of 1,000,000 Phantom Stock units under this Plan, subject to adjustment as provided in Section 6.7. Previously issued Phantom Stock units which are forfeited under the terms of this Plan shall be added back to the number of authorized but unissued Phantom Stock units, and may be subsequently granted to a Participant under this Plan.

3.3 Plan Agreement. Each Participant who receives Phantom Stock shall receive a Plan Agreement. As a condition to the effectiveness of the grant, the Participant shall acknowledge and agree to be bound by the terms, conditions, and restrictions of the Plan by signing a copy of the Plan Agreement. The Participant shall be entitled to benefits, if any, in accordance with the Participant's Plan Agreement and this Plan. In the event of any conflict between the terms of this Plan and a Plan Agreement, the terms of this Plan shall be controlling. The Plan Agreement will set forth the following terms of the grant:

(a) The number of Phantom Stock units;

(b) the Grant Date;

(c) the Maturity Date; and

(d) the vesting schedule.

3.4 Vesting. The Participant shall have no rights to any payments with respect to the Participant's Phantom Stock until the units of the Phantom Stock have vested. Except as provided in Section 3.5, any grants of Phantom Stock shall be conditioned upon the continuous Service of the Participant during the vesting period, and if the Participant's Service is terminated during the vesting period, the Participant's unvested Phantom Stock units shall terminate and become forfeited on such date.

Each grant of Phantom Stock granted prior to the Effective Date shall vest according to the following schedule:

Number of Years Following Grant Date	Percentage of Phantom Stock to Vest
1	33%
2	and an additional 33%
3	and an additional 34%

Each grant of Phantom Stock granted on or after the Effective Date shall vest in full ("cliff vest") on the third anniversary of the Grant Date.

3.5 Acceleration of Vesting, The Participant's Phantom Stock units shall be fully vested in the event of the Participant's termination of Service due to death or Disability, provided that the Participant's Service with the Company was continuous for one (1) year prior to such event. If the Participant's Service with the Company was continuous for one (1) year prior to such Participant's Retirement, such Participant's Phantom Stock units shall vest in accordance with the following schedule:

Number of Completed Years that Retirement Follows Grant Date	Percentage of Phantom Stock to Vest upon Retirement
1	33%
2	and an additional 33%
3	and an additional 34%

The Participant's Phantom Stock units that vest in accordance with this Section 3.5 shall be paid as set forth in Section 4.1 below.

3.6 Rights as a Shareholder. With respect to any issued Phantom Stock units, a Participant shall have no rights as a shareholder of Omega Flex, Inc. (whether in terms of voting at meetings of the shareholders, or sharing in the payment of any dividend or distribution except as otherwise provided in Section 3.7 below), nor shall a Participant obtain any rights to acquire shares of Omega Common Stock in the future. Except as provided in Sections 3.7 and 6.7, no rights shall accrue to a Participant and no adjustments shall be made to the Participant's outstanding Phantom Stock units on account of dividends (whether ordinary or extraordinary, and whether in cash, securities or other property) or distributions or other rights declared on, or credited in, the Omega Common Stock.

3.7 Dividend Equivalents. If a dividend (whether ordinary or extraordinary, and whether in cash, securities or other property) is declared on Omega Common Stock, the Participant's Dividend Equivalent Account shall be credited, as of the applicable record date, with an amount equal to the number of the Participant's outstanding Phantom Stock units attributable to such Account multiplied by the Dividend Equivalent Amount, except that no amount shall be credited if (a) the Maturity Date of the Phantom Stock units attributable to such Account is earlier than the record date of the dividend, or (b) the Phantom Stock units attributable to such Account have been forfeited.

Amounts credited to the Participant's Dividend Equivalent Account shall vest at the same time as the underlying Phantom Stock units vest. If the Participant's underlying Phantom Stock units terminate and are forfeited, amounts credited to the Participant's Dividend Equivalent Account that are attributable to such Phantom Stock units shall also be forfeited. Except as otherwise provided in Section 4.2, the Participant's Dividend Equivalent Account, to the extent vested, shall be paid in cash to the Participant at the same time as the underlying vested Phantom Stock units as set forth in Section 4.1.

ARTICLE 4 - BENEFITS

4.1 Entitlement to Benefits (Maturity). Except as otherwise provided in Section 4.2, the Participant's vested Phantom Stock units shall mature on the Maturity Date. If no Maturity Date is specified in the Plan Agreement, then the Maturity Date shall be the date that is one year after the date on which all of the Phantom Stock units granted under a Plan Agreement are scheduled to be fully vested. The Company shall pay to the Participant the amount provided for in Section 4.3 below for such vested Phantom Stock units within 60 days of the earlier to occur of: (i) the Maturity Date; or (ii) the date of the Participant's Termination Other than for Cause; provided, if the Participant is a "specified employee" (as described in Section 409A of the Code and Treasury regulations promulgated thereunder), then the Company shall pay to the Participant the amount provided for in Section 4.3 below (determined as of the date of termination) for the vested Phantom Stock units on the date 6 months and one day after the Participant's Service terminates (or, if earlier, the date of the Participant's death). Any unvested Phantom Stock units shall terminate and become forfeited on the date of the Participant's termination of Service with the Company in accordance with Section 3.4.

4.2 Termination of Service for Cause. If the Company terminates the Participant's Service for Cause, then all vested and unvested Phantom Stock units shall terminate and become forfeited as of the date of termination of Service and the Participant shall not be entitled to receive any amount for such Phantom Stock units. Prior to the forfeiture of any vested Phantom Stock units due to a termination for Cause for reasons set forth in clause (v) of the definition of "Cause" in Article 2, the circumstances and rationale for such termination shall be submitted by the Company to the Committee for review and approval at the discretion of the Committee. Such review by the Committee shall only be for the purposes of relating to the Plan, and shall not affect the employment or service relationship between the Company and any Participant.

4.3 Payment Amount. (a) For each vested Phantom Stock unit that is outstanding on the Maturity Date, the Participant shall be entitled to receive an amount equal to his or her vested Phantom Stock unit multiplied by the Maturity Price as of the Maturity Date.

(b) For each vested Phantom Stock unit that is outstanding on the date of the Participant's death, Disability or Retirement, the Maturity Price of such Phantom Stock units shall be the closing price of Omega Common Stock on the date of the Participant's death, Disability or Retirement, or if the closing price is not available on that date, the latest date prior to the Participant's death, Disability or Retirement for which the closing price is available.

ARTICLE 5 - BENEFICIARY

5.1 Designation. At the time participation in the Plan commences, or at any later date, each Participant shall designate on a form satisfactory to the Committee one or more Beneficiaries to receive any benefits which may become payable hereunder in the event of his or her death (Beneficiary Designation). A Participant may change any such Beneficiary at any time prior to his or her death upon written notice to the Committee.

5.2 Multiple Beneficiarv Designations. If the Participant shall have made more than one Beneficiary Designation, the Beneficiary Designation most recently filed with the Committee prior to the time of the Participant's death shall govern.

5.3 Participant's Obligation. All Participants and Beneficiaries shall have the obligation to keep the Committee informed of their current address until such time as all benefits due have been paid.

5.4 No Beneficiarv Designation. If any amounts under the Plan become payable following a Participant's death at a time when no Beneficiary Designation is applicable or when no Beneficiary is in existence, such payments shall be made in a lump sum to such Participant's surviving spouse, or if none, such amounts shall be paid to such Participant's estate.

ARTICLE 6 - MISCELLANEOUS

6.1 Amendment and Termination. The Committee reserves the right to amend or to terminate this Plan and Plan Agreements at any time; provided, however, that no such action shall reduce the benefits that the Participant earned prior to the date of any such amendment or termination.

Notwithstanding any other provision of the Plan or any Plan Agreement to the contrary, the Committee may, in good faith, amend the Plan or any Plan Agreement without Participant consent to the extent necessary, appropriate or desirable to comply with the requirements under any applicable federal or state law, rule, or regulation, including Section 409A of the Code or to prevent the Participant from being subject to any additional tax or penalty under Section 409A of the Code, while maintaining to the maximum extent practicable the original intent of the Plan and the Plan Agreement. Notwithstanding the foregoing, neither the Company nor the Committee shall be liable to any Participant if such Participant's Phantom Stock units are subject to Section 409A of the Code, or the Participant otherwise is subject to any additional tax or penalty under Section 409A of the Code.

6.2 Rights to Terminate Service. Nothing in the Plan or in any Plan Agreement shall confer upon any Participant the right to continue in the Service of the Company or affect any right the Company may have to terminate the Service of such person.

6.3 Benefits not Transferable. Except as otherwise provided in Section 6.13, the rights and benefits under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by any Participant or Beneficiary. Benefits under this Plan shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any Participant or any Beneficiary, nor may the same be subject to attachment or seizure by any creditor of any Participant or any Beneficiary under any circumstances. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any Phantom Stock units or of any right or privilege conferred by this Plan contrary to the provisions hereof, or upon the sale, levy or any attachment or similar process upon the rights and privileges conferred by this Plan, such Phantom Stock units shall thereupon terminate and become forfeited.

6.4 Source of Funds. Amounts payable to a Participant under this Plan shall be from the general funds of the Company. No special or separate fund shall be established, and no other segregation of assets shall be made to assure payout of benefits under the Plan. No Participant shall have any interest in any property or assets of the Company and the rights of Participants to unpaid amounts under the Plan shall be solely those of an unsecured creditor of the Company.

6.5 Plan Administration. The Plan shall be administered by, and in the sole discretion of, the Committee. The Committee may delegate all or some of its responsibilities under the Plan to one or more individuals, who may not be Participants under the Plan. The Committee may establish such rules and regulations as it deems necessary or desirable, make amendments in a manner consistent with Section 6.1 above, interpret the Plan and Plan Agreements, make factual findings and determinations, and otherwise make all determinations and take such action in connection with the Plan as it, in its sole discretion, deems appropriate. The decisions of the Committee shall be final, conclusive and binding upon all parties and the Committee shall not be liable for any action or determination made in good faith with respect to the Plan or any Plan Agreement. The Committee and each person to whom duties and responsibilities have been delegated shall be indemnified and held harmless by the Company against all claims, demands, damages, costs, liabilities, fines, and penalties, and all expenses reasonably incurred by or imposed upon such individuals (including but not limited to reasonable attorneys' fees) which arise as a result of actions or failure to act in connection with the operation and administration of the Plan.

6.6 Determination of Benefits

(a) General. The Committee may require any person claiming benefits under the Plan ("Claimant") to submit an application therefor in writing to the Claims Administrator, together with such other documents and information as the Committee may require.

(b) Claims. Claims for benefits, benefit determinations, appeals and reviews of any adverse benefit determination and all associated notifications shall, at a minimum, comply with Section 503 of ERISA and the applicable provisions of 29 C.F.R. § 2560.503-1 ("ERISA Regulations").

(c) Claims Administrator. The Claims Administrator shall be designated by the Committee. The Committee reserves the right to change the Claims Administrator from time to time and to designate a special Claims Administrator when deemed necessary to avoid a conflict of interest.

(d) Notification of Benefit Determination. The Claims Administrator will notify the Claimant of a benefit determination in writing within a reasonable time. Notification that a claim is wholly or partially denied will normally be given no later than 90 days after receipt of the claim. The notice shall (1) specify the reasons for the adverse decision, (2) refer to the specific provisions of the Plan on which the decision is based, (3) describe any additional material necessary to complete the claim and the reasons that such material is necessary, (4) describe the appeal and review procedures and the applicable time limits, and (5) inform the Claimant of the right to bring the matter to binding arbitration in accordance with Section 6.9 following review. Should special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the expiration of the initial ninety- day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed ninety days from the end of the initial ninety-day period. Claims not acted upon within the time prescribed herein shall be deemed denied for purposes of proceeding to the review stage.

(e) Review. A Claimant is entitled to have an adverse benefit determination reviewed by the Committee or its designee (the "Named Fiduciary"). The request for review must be in writing and filed with the Claims Administrator no later than 60 days following the Claimant's receipt of the adverse determination. The Claimant may submit written comments and other information and documents relating to the claim and have reasonable access to and receive copies of all documents and information relevant to the claim. The Claimant may request a hearing. The Claims Administrator will promptly forward the request for review and the claim file to the Named Fiduciary. The decision of the Named Fiduciary shall be made promptly, and not later than sixty days after the Named Fiduciary's receipt of a request for review, unless special circumstances require an extension of time for processing. In such a case, a decision shall be rendered as soon as possible, but not later than one hundred twenty days after receipt of the request for review.

(f) Named Fiduciary. The Named Fiduciary shall not be the Claims Administrator nor subordinate to the Claims Administrator. The Committee reserves the right to change the Named Fiduciary from time to time, and to designate a special Named Fiduciary for appeals when deemed necessary.

(g) Review Procedure. The Named Fiduciary has the discretion to decide all questions regarding relevance and reasonable access. In addition, the Named Fiduciary has the discretion as to whether a hearing shall be held. The Named Fiduciary will afford no deference to the Claims Administrator's decision, and will insure a full and fair review *de nova.*

(h) Notification of Benefit Determination on Review. The Named Fiduciary's decision will be in writing and sent to the Claims Administrator. The Claims Administrator will then notify the Claimant either by hand delivery or by first class mail within a reasonable time, and normally not later than 60 days after receipt of the claim for review. If the Named Fiduciary issues an adverse benefit decision to the Claimant, the decision shall (1) specify the reasons for the decision, (2) refer to specific plan provisions on which the decision was based, (3) inform the Claimant of the right to review all information reviewed by the Named Fiduciary, even information not relied on in making the decision, and (4) inform the Claimant of the right to bring the matter to binding arbitration in accordance with Section 6.9.

(i) Exhaustion of Remedies. No legal action for benefits under the Plan may be brought unless and until the Claimant has exhausted his remedies under this Section 6.6.

6.7 Capital Structure Adjustments.

(a) In the event of a change in the form of entity, recapitalization, reorganization, merger, consolidation, separation, financing, or like change in the organizational or capital structure of the Company, the Committee shall make such changes to the Plan and/or Plan Agreement(s) as the Committee deems appropriate. These changes may include, but are not limited to, changes to the definition of "Value" and "Company", or changes to the number of Phantom Stock units granted to any one or more Participants. The Committee's determination shall be final, binding, and conclusive. The Committee shall interpret this section in a manner it believes (in its discretion) to be consistent with the intent to place Participants in substantially the same economic position as they would have had in the absence of such an organizational or capital structure change.

(b) The Plan shall not affect, in any way, the right or power of the Company to make adjustments, re-classifications, reorganizations, or changes of its capital or business structures, to make distributions to its shareholders, or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or part of its business or assets.

6.8 Satisfaction of Claims. Any payment to a Participant or Beneficiary or the legal representative of either, in accordance with the terms of this Plan and the applicable Plan Agreement shall to the extent thereof be in full satisfaction of all claims such person may have against the Company. The Committee may require such payee, as a condition to such payment, to execute a receipt and release therefore in such form as shall be determined by the Committee.

6.9 Governing Law/Arbitration. The Plan shall be construed, administered, and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws or choice of law provisions or principles. In the event any claim or controversy arises under or concerning any provision of this Plan, such claim or controversy shall be settled by binding arbitration. The arbitration proceedings will be conducted in Philadelphia, Pennsylvania in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. Each Participant and the Company mutually agree that notwithstanding the rules of the arbitral body, that (a) any arbitration shall be presided over by a neutral arbitrator who shall have been admitted to the practice of law, and be in good standing or on retirement status in any one state of the United States, (b) the arbitrator shall base his/her decision on the facts as presented into evidence, and in accordance with the laws of the jurisdiction chosen by the parties under this Plan, (c) the arbitrator shall prepare a written memorandum of decision setting forth the findings of fact and conclusions of law, and (d) in the course of performing his/her duties hereunder and in rendering his/her decision, the arbitrator shall have no power or authority to add to, delete from, or otherwise modify this Plan, or any term, condition, covenant, representation, warranty, or provision contained herein. The decision of the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. Any claim for relief made under this Plan shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constituting such claim. The arbitrator may award monetary damages to the prevailing party only for actual damages, but may not award punitive, consequential, special or incidental damages as between the parties.

6.10 Captions. The captions of this Plan are descriptive only and do not affect the intent or interpretation of the Plan.

6.11 Severability. The invalidity or unenforceability of any provision or portion thereof of this Plan shall not affect the validity or enforceability of any other provision or portion thereof.

6.12 Notices. Any notice required or permitted to be given hereunder shall be in writing sent by either personal delivery, overnight delivery, or United States, registered or certified mail, return receipt requested, all of which shall be properly addressed with postage or delivery charges prepaid, to the Committee or Participant or Beneficiary at their respective addresses listed below, or at such other addresses as either the Company or Participant or Beneficiary may hereafter designate to the other in writing:

To the Committee: Omega Flex, Inc.
c/o Legal Department
451 Creamery Way
Exton, PA 19341

To Participant: See Plan Agreement

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two business days from mailing.

6.13 Withholding. Payments made under this Plan constitute compensation and the Company shall deduct from all such payments an amount sufficient to satisfy any federal, state, local and/or employment tax withholding requirements and may withhold any other sums as required by the Company's employee benefit plans.

IN WITNESS WHEREOF, the Committee has caused this amended and restated Plan to be executed as of the Effective Date.

Committee under the Omega Flex, Inc. 2006 Phantom Stock Plan (as amended and restated effective as of January 1, 2023)

By: /S/ Stewart B. Reed___________
Its: Chairman

EXHIBIT 10.21

PHANTOM STOCK AGREEMENT

THIS PHANTOM STOCK AGREEMENT effective as of [DATE], 20[ ] is between Omega Flex, Inc., a Pennsylvania corporation ("Company"), and [GRANTEE] ("Recipient").

BACKGROUND

A. Pursuant to the Company's 2006 Phantom Stock Plan, as amended and restated effective as of January 1, 2023 (the "Plan"), the Compensation Committee of the Company's Board of Directors (the "Committee") is authorized to grant phantom stock units ("Phantom Stock Units") to directors, officers and other key employees of the Corporation.

B. The Board regards Recipient as a key contributor to the Company and, in order to provide additional incentive to Recipient to further his efforts for Company, the Committee has directed that there be granted to Recipient Phantom Stock Units set forth below, upon the terms and conditions set forth in the Plan and this Agreement.

AGREEMENTS

In consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Basic Terms. Pursuant to the terms and conditions of the Plan and of this Agreement, Company hereby grants to Recipient units of Phantom Stock as defined under the Plan as follows:

Number:	[INSERT NUMBER]
Grant Date:	[INSERT DATE]
Maturity Date:	[INSERT DATE]
Vesting:	All Phantom Stock units cliff vest on the third anniversary of the Grant Date; provided the Recipient is then an employee or director, as applicable.
Accelerated Vesting:	All Phantom Stock units fully vest in the event of the Recipient's termination of Service due to death or Disability; provided the Recipient's Service with the Company was continuous for one year prior to such event. If the Participant's Service with the Company was continuous for one year prior to Retirement, the Recipient's Phantom Stock units vest as follows:

Number of Completed Years that Retirement Follows Grant Date	Percentage of Phantom Stock To Vest Upon Retirement
1	33%
2	and an additional 33%
3	and an additional 34%

2. No Rights; Capital Stock. Recipient shall not have any rights as a shareholder of Omega Flex, Inc. with respect to any Phantom Stock units granted to Recipient under this Agreement.

3. No Rights; Employment. The grant of the Phantom Stock units, execution of this Agreement or the vesting of any Phantom Stock units shall not confer upon Recipient any right to, or guaranty of, continued employment with Company or membership on the Board of Company or any of its Subsidiaries, nor in any way limit the right of Company or such Subsidiaries to terminate at any time the employment of or relationship with the Recipient.

4. Benefits not Transferable. Except for applicable withholding, Phantom Stock units shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by any Participant or Beneficiary. Phantom Stock units shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any Participant or any Beneficiary, nor may the same be subject to attachment or seizure by any creditor of any Participant or any Beneficiary under any circumstances. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any Phantom Stock units or of any right or privilege conferred by the Plan contrary to its provisions, or upon the sale, levy or any attachment or similar process upon the rights and privileges conferred by the Plan, such Phantom Stock units shall thereupon terminate and become forfeited.

5. Beneficiary Designation. The names of each Beneficiary, if any, their relationship to the Recipient, and their respective interests in the Phantom Stock units, are set forth in Exhibit A attached hereto.

6. Notices. All notices to Recipient or other persons then entitled to benefits hereunder shall be delivered at the address below or such other address as shall be specified in writing by Recipient or such other person. All notices to Company shall be delivered to the attention of its Secretary at its principal offices.

7. Governing Law. The Plan and this Agreement shall be construed under and governed by the laws of the Commonwealth of Pennsylvania as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

8. Arbitration. The Recipient acknowledges that the Plan provides for mandatory arbitration of any disputes arising under the Plan and this Agreement, or either of them, and the Recipient agrees to be bound by the arbitration provisions of the Plan.

THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRATE CLAIMS OR CONTROVERSIES ARISING UNDER OR CONCERNING ANY PROVISION OF THE PLAN AND THIS AGREEMENT, OR EITHER OF THEM, THEY ARE WAIVING THE RIGHT TO BRING AN ACTION IN A COURT OF LAW, EITHER STATE OF FEDERAL, AND ARE WAIVING THE RIGHT TO HAVE CLAIMS AND DAMAGES (IF ANY) DETERMINED BY A JURY.

9. Entire Agreement, Amendment. This Agreement and the Plan contain the entire agreement between the parties hereto relating to the subject matter hereof and shall not be modified or amended in any way except in a writing signed by all of the parties hereto. All terms which are not defined in this Agreement shall bear the meaning ascribed to such terms in the Plan. This Agreement is made pursuant to and in accordance with the Plan, and in the event of any conflict or discrepancy between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall have precedence over any conflicting or discrepant terms in this Agreement.

COMPANY:
OMEGA FLEX, INC.

By____

Name: (Print)________________________________

Title: _________________________________

RECIPIENT:

____
Name: [INSERT]
Address: [INSERT]

EXHIBIT A

Designation of Beneficiary

The undersigned, [ ], hereby designate [ ], as my beneficiary under the Phantom Stock Agreement dated [____], between the undersigned and Omega Flex, Inc., until such time as the undersigned shall change such designation in writing provided to Omega Flex, Inc.

____
[NAME]

State of ________________ }
County of _____________ } ss.

On this _____ day of __________, before me, the undersigned notary public, personally appeared [NAME], proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose.

____
, Notary Public

My commission expires _______________

EXHIBIT 31.1

Certification by the Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Kevin R. Hoben, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for fiscal quarter ended September 30, 2022, of Omega Flex, Inc. (the "registrant");

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

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2022

/s/ Kevin R. Hoben

Kevin R. Hoben
Chief Executive Officer

EXHIBIT 31.2

Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Matthew F. Unger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for fiscal quarter ended September 30, 2022, of Omega Flex, Inc. (the “registrant”);

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

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2022

/s/ Matthew F. Unger

Matthew F. Unger
Chief Financial Officer

EXHIBIT 32.1

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

Each of the undersigned hereby certifies, for the purposes of 18 U.S.C. Section 1350, in his capacity as an officer of Omega Flex, Inc. (the "Company"), that, to his knowledge:

(a) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended September 30, 2022, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

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

Dated: November 7, 2022

/s/ Kevin R. Hoben

Kevin R. Hoben
Chief Executive Officer

/s/ Matthew F. Unger

Matthew F. Unger
Chief Financial Officer

This certification is not deemed to be "filed" for purposes of section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section. This certification is not deemed to be incorporated by reference into any filing under the Securities Act of 1933 or Securities Exchange Act of 1934, except to the extent that the Company specifically incorporates it by reference.