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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended September 27, 2014

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from ________ to _________

Commission file number 1-11406

KADANT INC.

(Exact name of registrant as specified in its charter)

Delaware	52-1762325
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

One Technology Park Drive	
Westford, Massachusetts	01886
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (978) 776-2000

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

Indicate by check mark whether the registrant has submitted electronically 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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at October 24, 2014
Common Stock, $.01 par value	10,886,873

PART 1 – FINANCIAL INFORMATION

Item 1 – Financial Statements

KADANT INC.

Condensed Consolidated Balance Sheet

(Unaudited)

Assets

(In thousands)	September 27, 2014	December 28, 2013
Current Assets:		
Cash and cash equivalents	$ 41,121	$ 50,032
Restricted cash (Note 1)	598	168
Accounts receivable, less allowances of $2,715 and $2,689 (Note 1)	67,714	70,271
Inventories (Note 1)	57,707	62,805
Unbilled contract costs and fees	4,798	3,679
Other current assets	19,030	19,189
Assets of discontinued operation	123	144
Total Current Assets	191,091	206,288
Property, Plant, and Equipment, at Cost	118,017	117,997
Less: accumulated depreciation and amortization	74,565	73,112
	43,452	44,885
Other Assets	10,148	11,230
Intangible Assets, Net (Note 1)	43,744	47,850
Goodwill	129,880	131,915
Total Assets	$ 418,315	$ 442,168

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.
Condensed Consolidated Balance Sheet (continued)
(Unaudited)

Liabilities and Stockholders' Equity

(In thousands, except share amounts)	September 27, 2014	December 28, 2013
Current Liabilities:		
Current maturities of long-term obligations (Note 6)	$ 625	$ 625
Accounts payable	27,873	28,388
Accrued payroll and employee benefits	18,421	19,116
Customer deposits	23,178	28,174
Other current liabilities	25,122	23,286
Liabilities of discontinued operation	213	213
Total Current Liabilities	95,432	99,802
Other Long-Term Liabilities	32,260	33,935
Long-Term Obligations (Note 6)	22,375	38,010
Commitments and Contingencies (Note 13)	—	—
Stockholders' Equity:		
Preferred stock, $.01 par value, 5,000,000 shares authorized; none issued	—	—
Common stock, $.01 par value, 150,000,000 shares authorized; 14,624,159 shares issued	146	146
Capital in excess of par value	97,241	96,809
Retained earnings	262,778	248,170
Treasury stock at cost, 3,737,286 and 3,524,742 shares	(86,386)	(76,339)
Accumulated other comprehensive items (Note 9)	(6,715)	710
Total Kadant Stockholders' Equity	267,064	269,496
Noncontrolling interest	1,184	925
Total Stockholders' Equity	268,248	270,421
Total Liabilities and Stockholders' Equity	$ 418,315	$ 442,168

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.
Condensed Consolidated Statement of Income
(Unaudited)

(In thousands, except per share amounts)	Three Months Ended September 27, 2014	Three Months Ended September 28, 2013
Revenues	$ 98,719	$ 91,315
Costs and Operating Expenses:		
Cost of revenues	54,607	51,194
Selling, general, and administrative expenses	31,872	28,606
Research and development expenses	1,555	1,558
Restructuring costs (Note 3)	534	45
	88,568	81,403
Operating Income	10,151	9,912
Interest Income	42	155
Interest Expense	(210)	(239)
Income from Continuing Operations Before Provision for Income Taxes	9,983	9,828
Provision for Income Taxes	3,246	3,327
Income from Continuing Operations	6,737	6,501
Loss from Discontinued Operation (net of income tax benefit of $3 and $8)	(4)	(14)
Net Income	6,733	6,487
Net Income Attributable to Noncontrolling Interest	(86)	(40)
Net Income Attributable to Kadant	$ 6,647	$ 6,447
Amounts Attributable to Kadant:		
Income from Continuing Operations	$ 6,651	$ 6,461
Loss from Discontinued Operation	(4)	(14)
Net Income Attributable to Kadant	$ 6,647	$ 6,447
Earnings per Share from Continuing Operations Attributable to Kadant (Note 4):		
Basic	$ 0.61	$ 0.58
Diluted	$ 0.60	$ 0.57
Earnings per Share Attributable to Kadant (Note 4):		
Basic	$ 0.61	$ 0.58
Diluted	$ 0.60	$ 0.57
Weighted Average Shares (Note 4):		
Basic	10,898	11,153
Diluted	11,133	11,365
Cash Dividends Declared per Common Share	$ 0.15	$ 0.125

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.
Condensed Consolidated Statement of Income
(Unaudited)

(In thousands, except per share amounts)	Nine Months Ended September 27, 2014	Nine Months Ended September 28, 2013
Revenues	$ 296,921	$ 249,684
Costs and Operating Expenses:		
Cost of revenues	165,547	133,597
Selling, general, and administrative expenses	95,942	85,001
Research and development expenses	4,696	5,114
Restructuring costs and other income, net (Note 3)	928	263
	267,113	223,975
Operating Income	29,808	25,709
Interest Income	346	406
Interest Expense	(766)	(635)
Income from Continuing Operations Before Provision for Income Taxes	29,388	25,480
Provision for Income Taxes (Note 5)	9,468	7,786
Income from Continuing Operations	19,920	17,694
Loss from Discontinued Operation (net of income tax benefit of $11 and $33)	(18)	(55)
Net Income	19,902	17,639
Net Income Attributable to Noncontrolling Interest	(344)	(148)
Net Income Attributable to Kadant	$ 19,558	$ 17,491
Amounts Attributable to Kadant:		
Income from Continuing Operations	$ 19,576	$ 17,546
Loss from Discontinued Operation	(18)	(55)
Net Income Attributable to Kadant	$ 19,558	$ 17,491
Earnings per Share from Continuing Operations Attributable to Kadant (Note 4):		
Basic	$ 1.78	$ 1.57
Diluted	$ 1.74	$ 1.55
Earnings per Share Attributable to Kadant (Note 4):		
Basic	$ 1.77	$ 1.57
Diluted	$ 1.74	$ 1.55
Weighted Average Shares (Note 4):		
Basic	11,026	11,165
Diluted	11,231	11,321
Cash Dividends Declared per Common Share	$ 0.45	$ 0.375

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.
Condensed Consolidated Statement of Comprehensive Income
(Unaudited)

(In thousands)	Three Months Ended September 27, 2014	Three Months Ended September 28, 2013	Nine Months Ended September 27, 2014	Nine Months Ended September 28, 2013
Net Income	$ 6,733	$ 6,487	$ 19,902	$ 17,639
Other Comprehensive Items:				
Foreign Currency Translation Adjustment	(7,474)	4,678	(7,652)	1,189
Pension and Other Post-Retirement Liability Adjustments (net of tax of $57 and $118 in the three and nine months ended September 27, 2014, respectively, and $58 and $198 in the three and nine months ended September 28, 2013, respectively)	105	105	215	362
Deferred (Loss) Gain on Hedging Instruments (net of tax of $41 and $93 in the three and nine months ended September 27, 2014, respectively, and $30 and $110 in the three and nine months ended September 28, 2013, respectively)	(66)	61	(73)	350
Other Comprehensive Items	(7,435)	4,844	(7,510)	1,901
Comprehensive (Loss) Income	(702)	11,331	12,392	19,540
Comprehensive Income Attributable to Noncontrolling Interest	(8)	(109)	(259)	(194)
Comprehensive (Loss) Income Attributable to Kadant	$ (710)	$ 11,222	$ 12,133	$ 19,346

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.
Condensed Consolidated Statement of Cash Flows
(Unaudited)

(In thousands)	Nine Months Ended September 27, 2014	Nine Months Ended September 28, 2013
Operating Activities:		
Net income attributable to Kadant	$ 19,558	$ 17,491
Net income attributable to noncontrolling interest	344	148
Loss from discontinued operation	18	55
Income from continuing operations	19,920	17,694
Adjustments to reconcile income from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	8,558	6,730
Stock-based compensation expense	4,251	3,794
Provision (benefit) for losses on accounts receivable	283	(40)
Gain on the sale of property, plant, and equipment	(158)	(1,908)
Other items, net	473	309
Contributions to pension plan	(810)	(810)
Changes in current assets and liabilities, net of effects of acquisitions:		
Accounts receivable	935	3,563
Unbilled contract costs and fees	(1,414)	(780)
Inventories	3,189	(2,176)
Other current assets	(272)	(1,871)
Accounts payable	459	2,276
Other current liabilities	(5,012)	3,916
Net cash provided by continuing operations	30,402	30,697
Net cash provided by (used in) discontinued operation	2	(191)
Net cash provided by operating activities	30,404	30,506
Investing Activities:		
Acquisitions, net of cash acquired	(2,974)	(14,209)
Purchases of property, plant, and equipment	(3,145)	(4,149)
Proceeds from sale of property, plant, and equipment	231	3,320
Other, net	—	646
Net cash used in continuing operations for investing activities	(5,888)	(14,392)
Financing Activities:		
Proceeds from issuance of long-term obligations	15,401	18,900
Repayments of long-term obligations	(30,709)	(11,275)
Purchases of Company common stock	(13,159)	(3,481)
Dividends paid	(4,706)	(2,796)
Proceeds from issuance of Company common stock	639	337
Change in restricted cash	(437)	(166)
Other, net	711	327
Net cash (used in) provided by continuing operations for financing activities	(32,260)	1,846
Exchange Rate Effect on Cash and Cash Equivalents from Continuing Operations	(1,167)	488
(Decrease) Increase in Cash and Cash Equivalents from Continuing Operations	(8,911)	18,448
Cash and Cash Equivalents at Beginning of Period	50,032	54,553
Cash and Cash Equivalents at End of Period	$ 41,121	$ 73,001

See Note 1 for supplemental cash flow information.
The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.

Condensed Consolidated Statement of Stockholders' Equity

(Unaudited)

(In thousands, except share amounts)	Common Stock Shares	Common Stock Amount	Capital in Excess of Par Value	Retained Earnings	Treasury Stock Shares	Treasury Stock Amount	Accumulated Other Comprehensive Items	Noncontrolling Interest	Total Stockholders' Equity
Balance at December 29, 2012	14,624,159	$ 146	$ 95,448	$230,329	3,493,546	$(74,025)	$ (3,315)	$ 1,384	$ 249,967
Net income	—	—	—	17,491	—	—	—	148	17,639
Dividends declared	—	—	—	(4,189)	—	—	—	—	(4,189)
Dividend paid to minority shareholder	—	—	—	—	—	—	—	(206)	(206)
Activity under stock plans	—	—	(276)	—	(137,554)	2,918	—	—	2,642
Tax benefits related to employees' and directors' stock plans	—	—	327	—	—	—	—	—	327
Purchases of Company common stock	—	—	—	—	125,000	(3,481)	—	—	(3,481)
Other comprehensive items	—	—	—	—	—	—	1,855	46	1,901
Balance at September 28, 2013	14,624,159	$ 146	$ 95,499	$243,631	3,480,992	$(74,588)	$ (1,460)	$ 1,372	$ 264,600
Balance at December 28, 2013	14,624,159	$ 146	$ 96,809	$248,170	3,524,742	$(76,339)	$ 710	$ 925	$ 270,421
Net income	—	—	—	19,558	—	—	—	344	19,902
Dividends declared	—	—	—	(4,950)	—	—	—	—	(4,950)
Activity under stock plans	—	—	(280)	—	(142,591)	3,112	—	—	2,832
Tax benefits related to employees' and directors' stock plans	—	—	712	—	—	—	—	—	712
Purchases of Company common stock	—	—	—	—	355,135	(13,159)	—	—	(13,159)
Other comprehensive items	—	—	—	—	—	—	(7,425)	(85)	(7,510)
Balance at September 27, 2014	14,624,159	$ 146	$ 97,241	$262,778	3,737,286	$(86,386)	$ (6,715)	$ 1,184	$ 268,248

The accompanying notes are an integral part of these condensed consolidated financial statements.

1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Kadant Inc. and its subsidiaries' (collectively, "we," "Kadant," "the Company," or "the Registrant") continuing operations include two reportable operating segments, Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products.

Through its Papermaking Systems segment, the Company develops, manufactures, and markets a range of equipment and products primarily for the global papermaking, paper recycling, and process industries. The Company's principal products in this segment include custom-engineered stock-preparation systems and equipment for the preparation of wastepaper for conversion into recycled paper; fluid-handling systems used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food; doctoring systems and equipment and related consumables important to the efficient operation of paper machines; and cleaning and filtration systems essential for draining, purifying, and recycling process water and cleaning paper machine fabrics and rolls.

Through its Wood Processing Systems segment, the Company designs and manufactures stranders and related equipment used in the production of oriented strand board, an engineered wood panel product used primarily in home construction. This segment also supplies debarking and wood chipping equipment used in the forest products and the pulp and paper industries.

Through its Fiber-based Products business, the Company manufactures and sells granules derived from papermaking byproducts primarily for use as agricultural carriers and for home lawn and garden applications, as well as for oil and grease absorption.

Interim Financial Statements

The interim condensed consolidated financial statements and related notes presented have been prepared by the Company, are unaudited, and, in the opinion of management, reflect all adjustments of a normal recurring nature necessary for a fair statement of the Company's financial position at September 27, 2014 and its results of operations and comprehensive income for the three and nine month periods ended September 27, 2014 and September 28, 2013, and its cash flows and stockholders' equity for the nine month periods ended September 27, 2014 and September 28, 2013. Interim results are not necessarily indicative of results for a full year or for any other interim period.

The condensed consolidated balance sheet presented as of December 28, 2013 has been derived from the consolidated financial statements contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 28, 2013. The condensed consolidated financial statements and related notes are presented as permitted by the Securities and Exchange Commission (SEC) rules and regulations for Form 10-Q and do not contain certain information included in the annual consolidated financial statements and related notes of the Company. The condensed consolidated financial statements and notes included herein should be read in conjunction with the consolidated financial statements and related notes included in the Company's Annual Report on Form 10-K for the fiscal year ended December 28, 2013, filed with the SEC.

Fiscal Year

Typically, the Company's fiscal quarters and fiscal year consist of 13 and 52 weeks, respectively, ending on the Saturday closest to the end of the corresponding calendar quarter for the Company's fiscal quarters and on the Saturday closest to December 31 for the Company's fourth fiscal quarter and fiscal year. As a result, a 53rd week is added to the Company's fiscal year every five or six years. In a 53-week fiscal year, the Company's fourth fiscal quarter contains 14 weeks. The Company's fiscal year ending January 3, 2015 (fiscal 2014) contains 53 weeks and the Company's fiscal year ending December 28, 2013 (fiscal 2013) contains 52 weeks. Each quarter of fiscal 2014 and 2013 contains 13 weeks, except the fourth quarter of 2014, which will contain 14 weeks.

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Critical Accounting Policies

Critical accounting policies are defined as those that entail significant judgments and estimates, and could potentially result in materially different results under different assumptions and conditions. The Company believes that the most critical accounting policies upon which its financial position depends, and which involve the most complex or subjective decisions or assessments, concern revenue recognition and accounts receivable, warranty obligations, income taxes, the valuation of goodwill and intangible assets, inventories and pension obligations. A discussion of the application of these and other accounting policies is included in Notes 1 and 3 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 28, 2013.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.

Supplemental Cash Flow Information

	Nine Months Ended	
(In thousands)	September 27, 2014	September 28, 2013
Non-Cash Investing Activities:		
Fair Value of Assets Acquired	$ 5,635	$ 22,688
Cash Paid for Acquired Businesses	(3,648)	(15,332)
Liabilities Assumed of Acquired Businesses	$ 1,987	$ 7,356
Non-Cash Financing Activities:		
Issuance of Company Common Stock	$ 2,957	$ 2,515
Dividends Declared but Unpaid	$ 1,634	$ 1,393

Restricted Cash

As of September 27, 2014 and December 28, 2013, the Company had restricted cash of $598,000 and $168,000, respectively. This cash serves as collateral for bank guarantees primarily associated with providing assurance to customers that the Company will fulfill certain customer obligations entered into in the normal course of business. All the bank guarantees will expire by the end of 2015.

Banker's Acceptance Drafts

The Company's Chinese subsidiaries may receive banker's acceptance drafts from customers as payment for their trade accounts receivable. The banker's acceptance drafts are non-interest bearing obligations of the issuing bank and mature within six months of the origination date. The Company has the ability to sell the drafts at a discount to a third-party financial institution or transfer the drafts to vendors in settlement of current accounts payable prior to the scheduled maturity date. These drafts, which totaled $9,988,000 and $10,765,000 at September 27, 2014 and December 28, 2013, respectively, are included in accounts receivable in the accompanying condensed consolidated balance sheet until the subsidiary obtains cash payment on the scheduled maturity date or upon the sale or transfer of the drafts prior to maturity.

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Inventories

The components of inventories are as follows:

(In thousands)	September 27, 2014	December 28, 2013
Raw Materials and Supplies	$ 24,063	$ 20,836
Work in Process	15,598	21,051
Finished Goods	18,046	20,918
	$ 57,707	$ 62,805

Intangible Assets, Net

Acquired intangible assets are as follows:

(In thousands)	September 27, 2014	December 28, 2013
Indefinite-Lived Intangible Assets	$ 8,100	$ 8,100
Finite-Lived Intangible Assets, Gross	$ 71,193	$ 69,409
Accumulated Amortization	(34,668)	(30,373)
Currency Translation	(881)	714
Finite-Lived Intangible Assets, Net	$ 35,644	$ 39,750
Total Intangible Assets, Net	$ 43,744	$ 47,850

Warranty Obligations

The Company provides for the estimated cost of product warranties at the time of sale based on the actual historical occurrence rates and repair costs. The Company typically negotiates the terms regarding warranty coverage and length of warranty depending on the products and applications. While the Company engages in extensive product quality programs and processes, the Company's warranty obligation is affected by product failure rates, repair costs, service delivery costs incurred in correcting a product failure, and supplier warranties on parts delivered to the Company. Should actual product failure rates, repair costs, service delivery costs, or supplier warranties on parts differ from the Company's estimates, revisions to the estimated warranty liability would be required.

The changes in the carrying amount of accrued warranty costs included in other current liabilities in the accompanying condensed consolidated balance sheet are as follows:

	Nine Months Ended	
(In thousands)	September 27, 2014	September 28, 2013
Balance at beginning of period	$ 4,571	$ 4,462
Provision	1,681	969
Usage	(2,016)	(1,366)
Acquired	—	138
Currency translation	(190)	62
Balance at end of period	$ 4,046	$ 4,265

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Recent Accounting Pronouncements

Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360) Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. In April 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-08, which provides new guidance on reporting discontinued operations and disclosures of disposals. Under the new guidance, only disposals representing a strategic shift in operations will be presented as discontinued operations. The new guidance also requires disclosure of the pre-tax income attributable to a disposal of a significant part of the company that does not qualify for discontinued operations reporting. This guidance is effective for the Company beginning in fiscal 2015. Adoption of this ASU is not expected to have a material impact on the Company's consolidated financial position, results of operations or cash flows.

Revenue from Contracts with Customers (Topic 606) Section A—Summary and Amendments That Create Revenue from Contracts with Customers (Topic 606) and Other Assets and Deferred Costs—Contracts with Customers (Subtopic 340-40). In May 2014, the FASB issued ASU No. 2014-09, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The new guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. The ASU will replace most existing revenue recognition guidance in GAAP when it becomes effective. The new guidance is effective for the Company beginning in fiscal 2017. Early adoption is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. The Company is currently evaluating the effect that ASU No. 2014-09 will have on its consolidated financial statements and related disclosures. The Company has not yet selected a transition method nor has it determined the effect of the standard on its ongoing financial reporting.

Compensation—Stock Compensation (Topic 718) Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period. In June 2014, the FASB issued ASU No. 2014-12, which clarifies the proper method of accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. Under the new guidance, a performance target that affects vesting and could be achieved after completion of the service period should be treated as a performance condition under FASB Accounting Standards Codification (ASC) 718 and, as a result, should not be included in the estimation of the grant-date fair value of the award. An entity should recognize compensation cost for the award when it becomes probable that the performance target will be achieved. In the event that an entity determines that it is probable that a performance target will be achieved before the end of the service period, the compensation cost of the award should be recognized prospectively over the remaining service period. The new guidance is effective for the Company beginning in fiscal 2016. Early adoption is permitted. Adoption of this ASU is not expected to have a material impact on the Company's consolidated financial position, results of operations or cash flows.

Preparation of Financial Statements – Going Concern (Subtopic 205-40), Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern. In August 2014, the FASB issued ASU No. 2014-15, which states that under GAAP, continuation of a reporting entity as a going concern is presumed as the basis for preparing financial statements unless and until the entity's liquidation becomes imminent. If and when an entity's liquidation becomes imminent, financial statements should be prepared under the liquidation basis of accounting. Even when an entity's liquidation is not imminent, there may be conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. In those situations, financial statements should continue to be prepared under the going concern basis of accounting, but the amendments in this ASU should be followed to determine whether to disclose information about the relevant conditions and events. The new guidance is effective for the Company beginning in fiscal 2017, and for annual periods and interim periods thereafter. Early application is permitted. The Company will evaluate the going concern considerations in this ASU; however, management does not currently believe that the Company will meet the conditions that would subject its financial statements to additional disclosure.

2. Acquisitions

In the first quarter of 2014, the Company acquired all the outstanding shares of a European producer of creping and coating blades for approximately $2,627,000 in cash, including $674,000 of cash acquired and $53,000 of debt assumed. The Company paid $40,000 of additional consideration in the third quarter of 2014. An additional 1,000,000 euros, or approximately $1,275,000 as of September 27, 2014, of contingent consideration is due to the sellers within two years of the closing date if certain conditions are met, as defined in the purchase agreement. The fair value of this contingent consideration was $1,175,000 as of September 27, 2014.

This acquisition has been accounted for using the purchase method of accounting and its results have been included in the accompanying financial statements from the date of the acquisition. The Company has made a preliminary fair value assessment of the assets acquired and liabilities assumed, including identifiable intangible assets acquired of $1,800,000, which are being amortized using the straight-line method over 12 years. The excess of the acquisition purchase price over the tangible and identifiable intangible assets was recorded as goodwill and totaled $1,459,000, which is not deductible for tax purposes. The fair values are subject to adjustment upon finalization of the valuation, and therefore the current measurements of intangible assets, acquired goodwill, and assumed assets and liabilities are subject to change.

Pro forma disclosures of the results of operations are not required, as the acquisition is not considered a material business combination as outlined in FASB ASC 805, "Business Combinations."

During the first nine months of 2014, the Company made post-closing adjustment payments of $981,000 related to other acquisitions.

3. Restructuring Costs and Other Income, Net

In the third quarter of 2014, the Company recorded total restructuring costs of $534,000, including $493,000 related to its 2014 restructuring plans and $41,000 related to its 2013 restructuring plans.

In the first nine months of 2014, the Company recorded total restructuring costs of $928,000, including $493,000 related to its 2014 restructuring plans and $435,000 related to its 2013 restructuring plans. In the first nine months of 2013, the Company recorded total restructuring costs and other income, net of $263,000, including $2,003,000 of costs related to its 2013 restructuring plans and $1,740,000 of other income related to a pre-tax gain from the sale of real estate in China.

2014 Restructuring Plans

The Company recorded restructuring costs of $386,000 related to its 2014 restructuring plan for severance costs associated with the reduction of 9 employees in Brazil. This action was taken to further streamline the Company's operation in Brazil. In addition, the Company recorded $107,000 of facility-related costs associated with a recent acquisition in the U.S. These restructuring costs were included in the Papermaking Systems segment.

2013 Restructuring Plans

The Company recorded total restructuring costs of $2,278,000 related to its 2013 restructuring plans, including severance costs of $1,158,000 associated with the reduction of 22 employees in Brazil and severance costs of $497,000 associated with the reduction of 25 employees in Sweden. Also included in total restructuring costs were facility-related costs of $623,000. These actions were taken to streamline the Company's operations as a result of the acquisitions of Companhia Brasileira de Tecnologia Industrial and certain assets of the Noss Group in 2013. These restructuring charges all occurred in the Papermaking Systems segment.

The Company recorded total restructuring costs related to the 2013 restructuring plans of $435,000 in the first nine months of 2014, including additional facility-related costs of $446,000, net of income from a reduction in severance and associated costs of $11,000 in Sweden.

3. Restructuring Costs and Other Income, Net (continued)

A summary of the changes in accrued restructuring costs for the 2014 and 2013 restructuring plans included in other current liabilities in the accompanying condensed consolidated balance sheet is as follows:

(In thousands)	Severance Costs	Other Costs	Total Costs
2014 Restructuring Plans			
Provision	$ 386	$ 107	$ 493
Usage	(279)	(107)	(386)
Currency translation	(26)	—	(26)
Balance at September 27, 2014	$ 81	$ —	$ 81
2013 Restructuring Plans			
Balance at December 28, 2013	$ 467	$ —	$ 467
Provision	(11)	446	435
Usage	(353)	(445)	(798)
Currency translation	(41)	(1)	(42)
Balance at September 27, 2014	$ 62	$ —	$ 62

The Company expects to pay the remaining accrued restructuring costs by the end of 2014.

4. Earnings per Share

Basic and diluted earnings per share are calculated as follows:

	Three Months Ended		Nine Months Ended	
(In thousands, except per share amounts)	September 27, 2014	September 28, 2013	September 27, 2014	September 28, 2013
Amounts Attributable to Kadant:				
Income from Continuing Operations	$ 6,651	$ 6,461	$ 19,576	$ 17,546
Loss from Discontinued Operation	(4)	(14)	(18)	(55)
Net Income	$ 6,647	$ 6,447	$ 19,558	$ 17,491
Basic Weighted Average Shares	10,898	11,153	11,026	11,165
Effect of Stock Options, Restricted Stock Units and Employee Stock Purchase Plan	235	212	205	156
Diluted Weighted Average Shares	11,133	11,365	11,231	11,321
Basic Earnings per Share:				
Continuing Operations	$ 0.61	$ 0.58	$ 1.78	$ 1.57
Discontinued Operation	$ —	$ —	$ —	$ —
Net Income per Basic Share	$ 0.61	$ 0.58	$ 1.77	$ 1.57
Diluted Earnings per Share:				
Continuing Operations	$ 0.60	$ 0.57	$ 1.74	$ 1.55
Discontinued Operation	$ —	$ —	$ —	$ —
Net Income per Diluted Share	$ 0.60	$ 0.57	$ 1.74	$ 1.55

4. Earnings per Share (continued)

Options to purchase approximately 93,000 and 99,000 shares of the Company's common stock in the third quarter and first nine months of 2013, respectively, were not included in the computation of diluted earnings per share as the effect of their inclusion would have been anti-dilutive. Unvested restricted stock units equivalent to approximately 6,000 shares of common stock in the third quarter of 2014 and 44,000 and 27,000 shares of common stock for the first nine months of 2014 and 2013, respectively, were not included in the computation of diluted earnings per share because either the effect of their inclusion would have been anti-dilutive, or for unvested performance-based restricted stock units, the performance conditions had not been met as of the end of the reporting period.

5. Provision for Income Taxes

The provision for income taxes was $9,468,000 and $7,786,000, in the first nine months of 2014 and 2013, respectively, and represented 32% and 31% of pre-tax income. The effective tax rate of 32% in the first nine months of 2014 was lower than the Company's statutory tax rate primarily due to the distribution of the Company's worldwide earnings, the release of tax reserves that resulted from the expiration of tax statutes of limitations, and the release of state tax reserves in the U.S. These tax benefits were offset in part by tax expense associated with an increase in nondeductible expenses and a reduction in deferred tax assets. The effective tax rate of 31% in the first nine months of 2013 was lower than the Company's statutory tax rate primarily due to the reduction of the 2012 U.S. tax cost of foreign earnings and a benefit from the 2012 U.S. research and development tax credit, both of which were recognized in the first nine months of 2013 as a result of U.S. tax legislation enacted in January 2013. In addition, the Company's effective tax rate in the first nine months of 2013 benefited from the release of a valuation allowance against deferred tax assets related to net operating loss carryforwards. The release of the valuation allowance was due to increased projected profitability associated with the CBTI acquisition. Also contributing to the lower effective tax rate in the first nine months of 2013 were lower statutory tax rates in the Company's overseas operations and a more favorable distribution of the Company's worldwide earnings.

6. Long-Term Obligations

Long-term obligations are as follows:

(In thousands)	September 27, 2014	December 28, 2013
Revolving Credit Facility, due 2018	$ 17,000	$ 32,260
Variable Rate Term Loan, due from 2014 to 2016	6,000	6,375
Total Long-Term Obligations	23,000	38,635
Less: Current Maturities	(625)	(625)
Long-Term Obligations, less Current Maturities	$ 22,375	$ 38,010

The weighted average interest rate for the Company's long-term obligations was 2.56% as of September 27, 2014.

The Company entered into a five-year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to $100,000,000 on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $50,000,000. The principal on any borrowings made under the 2012 Credit Agreement is due on November 1, 2018. Interest on any loans outstanding under the 2012 Credit Agreement accrues and is payable quarterly in arrears at one of the following rates selected by the Company: (i) the highest of (a) the federal funds rate plus 0.50% plus an applicable margin of 0% to 1%, (b) the prime rate, as defined, plus an applicable margin of 0% to 1% and (c) the Eurocurrency rate, as defined, plus 0.50% plus an applicable margin of 0% to 1% or (ii) the Eurocurrency rate, as defined, plus an applicable margin of 1% to 2%. The applicable margin is determined based upon the ratio of the Company's total debt to earnings before interest, taxes, depreciation, and amortization (EBITDA), as defined in the 2012 Credit Agreement. For this purpose, total debt is defined as total debt less up to $25,000,000 of unrestricted U.S. cash. There were $17,000,000 of borrowings outstanding under the 2012 Credit Agreement at September 27, 2014.

6. Long-Term Obligations (continued)

The obligations of the Company under the 2012 Credit Agreement may be accelerated upon the occurrence of an event of default under the 2012 Credit Agreement, which includes customary events of default including without limitation payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, defaults relating to such matters as the Employment Retirement Income Security Act, unsatisfied judgments, the failure to pay certain indebtedness, and a change of control default. In addition, the 2012 Credit Agreement contains negative covenants applicable to the Company and its subsidiaries including financial covenants requiring the Company to comply with a maximum consolidated leverage ratio of 3.5 to 1, a minimum consolidated interest coverage ratio of 3 to 1, and restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing its fiscal year, arrangements affecting subsidiary distributions, entering into new lines of business, and certain actions related to the discontinued operation. As of September 27, 2014, the Company was in compliance with these covenants.

Loans under the 2012 Credit Agreement are guaranteed by certain domestic subsidiaries of the Company pursuant to a Guarantee Agreement, effective August 3, 2012.

As of September 27, 2014, the Company had $80,025,000 of borrowing capacity available under the committed portion of its 2012 Credit Agreement. The amount the Company is able to borrow under the 2012 Credit Agreement is the total borrowing capacity of $100,000,000 less any outstanding borrowings, letters of credit and multi-currency borrowings issued under the 2012 Credit Agreement.

7. Stock-Based Compensation

The Company recognized stock-based compensation expense of $1,440,000 and $1,236,000 in the third quarters of 2014 and 2013, respectively, and $4,251,000 and $3,794,000 in the first nine months of 2014 and 2013, respectively, within selling, general, and administrative (SG&A) expenses in the accompanying condensed consolidated statement of income. Unrecognized compensation expense related to stock-based compensation totaled approximately $5,789,000 at September 27, 2014, and will be recognized over a weighted average period of 1.4 years.

8. Employee Benefit Plans

The Company sponsors a noncontributory defined benefit retirement plan for the benefit of eligible employees at its Kadant Solutions division and its corporate office (included in the table below in "Pension Benefits"). The Company also sponsors a restoration plan for the benefit of certain executive officers who also participate in the noncontributory defined benefit retirement plan (included in the table below in "Other Benefits"). In addition, employees at certain of the Company's subsidiaries participate in defined benefit retirement and post-retirement welfare benefit plans (included in the table below in "Other Benefits").

8. Employee Benefit Plans (continued)

The components of the net periodic benefit cost for the pension benefits and other benefits plans are as follows:

	Three Months Ended September 27, 2014		Three Months Ended September 28, 2013	
(In thousands)	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Components of Net Periodic Benefit Cost:				
Service cost	$ 213	$ 73	$ 245	$ 54
Interest cost	321	74	289	69
Expected return on plan assets	(370)	(12)	(375)	(13)
Recognized net actuarial loss	79	9	127	23
Amortization of prior service cost	14	22	14	21
Net periodic benefit cost	$ 257	$ 166	$ 300	$ 154
The weighted average assumptions used to determine net periodic benefit cost are as follows:				
Discount rate	4.79%	4.28%	3.89%	3.90%
Expected long-term return on plan assets	5.75%	—	5.75%	—
Rate of compensation increase	3.50%	3.23%	3.50%	3.65%

	Nine Months Ended September 27, 2014		Nine Months Ended September 28, 2013	
(In thousands)	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Components of Net Periodic Benefit Cost:				
Service cost	$ 639	$ 223	$ 744	$ 160
Interest cost	963	220	873	208
Expected return on plan assets	(1,110)	(36)	(1,128)	(39)
Recognized net actuarial loss	237	27	393	66
Amortization of prior service cost	42	67	42	63
Net periodic benefit cost	$ 771	$ 501	$ 924	$ 458
The weighted average assumptions used to determine net periodic benefit cost are as follows:				
Discount rate	4.79%	4.28%	3.89%	3.92%
Expected long-term return on plan assets	5.75%	—	5.75%	—
Rate of compensation increase	3.50%	3.23%	3.50%	3.66%

The Company made cash contributions of $810,000 to its Kadant Solutions division's noncontributory defined benefit retirement plan in the first nine months of 2014 and expects to make cash contributions of $270,000 over the remainder of 2014. For the remaining pension and post-retirement welfare benefits plans, the Company does not expect to make cash contributions other than to fund current benefit payments.

9. Accumulated Other Comprehensive Items

Comprehensive income combines net income and other comprehensive items, which represent certain amounts that are reported as components of stockholders' equity in the accompanying condensed consolidated balance sheet, including foreign currency translation adjustments, deferred losses and unrecognized prior service cost associated with pension and other post-retirement plans, and deferred losses on hedging instruments.

9. Accumulated Other Comprehensive Items (continued)

Changes in each component of accumulated other comprehensive items (AOCI), net of tax, in the accompanying condensed consolidated balance sheet are as follows:

(In thousands)	Foreign Currency Translation Adjustment	Unrecognized Prior Service Cost	Deferred Loss on Pension and Other Post-Retirement Plans	Deferred Loss on Hedging Instruments	Accumulated Other Comprehensive Items
Balance at December 28, 2013	$ 8,919	$ (657)	$ (6,919)	$ (633)	$ 710
Other comprehensive (loss) income before reclassifications	(7,567)	(64)	21	153	(7,457)
Reclassifications from AOCI	—	86	172	(226)	32
Net current period other comprehensive (loss) income	(7,567)	22	193	(73)	(7,425)
Balance at September 27, 2014	$ 1,352	$ (635)	$ (6,726)	$ (706)	$ (6,715)
Balance at December 29, 2012	$ 8,124	$ (748)	$ (9,645)	$ (1,046)	$ (3,315)
Other comprehensive income (loss) before reclassifications	1,143	—	(6)	(81)	1,056
Reclassifications from AOCI	—	68	300	431	799
Net current period other comprehensive income	1,143	68	294	350	1,855
Balance at September 28, 2013	$ 9,267	$ (680)	$ (9,351)	$ (696)	$ (1,460)

Amounts reclassified out of accumulated other comprehensive items are as follows:

	Three Months Ended		Nine Months Ended		Statement of Income
(In thousands)	September 27, 2014	September 28, 2013	September 27, 2014	September 28, 2013	Line Item
Pension and Other Post-retirement Plans: (1)					
Amortization of prior service cost	$ (36)	$ (35)	$ (109)	$ (105)	SG&A expenses
Amortization of actuarial losses	(88)	(150)	(264)	(459)	SG&A expenses
Total expense before income taxes	(124)	(185)	(373)	(564)	
Income tax benefit	28	65	115	196	Provision for income taxes
	(96)	(120)	(258)	(368)	
Cash Flow Hedges: (2)					
Interest rate swap agreements	(83)	(91)	(251)	(287)	Interest expense
Forward currency-exchange contracts	31	(70)	31	(153)	Revenues
Forward currency-exchange contracts	701	—	423	—	SG&A expenses
Total income (expense) before income taxes	649	(161)	203	(440)	
Income tax (expense) benefit	(74)	56	23	9	Provision for income taxes
	575	(105)	226	(431)	
Total reclassifications	$ 479	$ (225)	$ (32)	$ (799)	

(1) Included in the computation of net periodic benefit costs. See Note 8 for additional information.
(2) See Note 10 for additional information.

10. Derivatives

The Company uses derivative instruments primarily to reduce its exposure to changes in currency exchange rates and interest rates. When the Company enters into a derivative contract, the Company makes a determination as to whether the transaction is deemed to be a hedge for accounting purposes. For a contract deemed to be a hedge, the Company formally documents the relationship between the derivative instrument and the risk being hedged. In this documentation, the Company specifically identifies the asset, liability, forecasted transaction, cash flow, or net investment that has been designated as the hedged item, and evaluates whether the derivative instrument is expected to reduce the risks associated with the hedged item. To the extent these criteria are not met, the Company does not use hedge accounting for the derivative. The changes in the fair value of a derivative not deemed to be a hedge are recorded currently in earnings. The Company does not hold or engage in transactions involving derivative instruments for purposes other than risk management.

ASC 815, "Derivatives and Hedging," requires that all derivatives be recognized on the balance sheet at fair value. For derivatives designated as cash flow hedges, the related gains or losses on these contracts are deferred as a component of accumulated other comprehensive items. These deferred gains and losses are recognized in the period in which the underlying anticipated transaction occurs. For derivatives designated as fair value hedges, the unrealized gains and losses resulting from the impact of currency exchange rate movements are recognized in earnings in the period in which the exchange rates change and offset the currency gains and losses on the underlying exposures being hedged. The Company performs an evaluation of the effectiveness of the hedge both at inception and on an ongoing basis. The ineffective portion of a hedge, if any, and changes in the fair value of a derivative not deemed to be a hedge are recorded in the condensed consolidated statement of income.

Interest Rate Swaps

The Company entered into a swap agreement in 2006 (the 2006 Swap Agreement) to convert a portion of the Company's outstanding variable rate term loan from a floating to a fixed rate of interest. The swap agreement matures in 2016, has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the debt. Under the 2006 Swap Agreement, the Company receives a three-month LIBOR rate and pays a fixed rate of interest of 5.63% plus an applicable margin. The fair value for this instrument as of September 27, 2014, is included in other long-term liabilities, with an offset to accumulated other comprehensive items (net of tax) in the accompanying condensed consolidated balance sheet. The Company has structured the interest rate swap agreement to be 100% effective and as a result, there is no current impact to earnings resulting from hedge ineffectiveness. Management believes that any credit risk associated with the outstanding swap agreement is remote based on the Company's financial position and the creditworthiness of the financial institution issuing the swap agreement.

The counterparty to the swap agreement could demand an early termination of the swap agreement if the Company is in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and the Company is unable to cure the default. An event of default under the 2012 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 to 1, and a minimum consolidated interest coverage ratio of 3 to 1. As of September 27, 2014, the Company was in compliance with these covenants. The unrealized loss of $532,000 as of September 27, 2014, represents the estimated amount that the Company would pay to the counterparty in the event of an early termination.

Forward Currency-Exchange Contracts

The Company uses forward currency-exchange contracts primarily to hedge exposures resulting from fluctuations in currency exchange rates. Such exposures result primarily from portions of the Company's operations and assets and liabilities that are denominated in currencies other than the functional currencies of the businesses conducting the operations or holding the assets and liabilities. The Company typically manages its level of exposure to the risk of currency-exchange fluctuations by hedging a portion of its currency exposures anticipated over the ensuing 24-month period, using forward currency-exchange contracts that have maturities of 24 months or less.

10. Derivatives (continued)

Forward currency-exchange contracts that hedge forecasted foreign currency exposures are designated as cash flow hedges. The fair values for these instruments are included in other current assets for unrecognized gains and in other current liabilities and other long-term liabilities for unrecognized losses, with an offset in accumulated other comprehensive items (net of tax). For forward currency-exchange contracts that are designated as fair value hedges, the gain or loss on the derivative, as well as the offsetting loss or gain on the hedged item are recognized currently in earnings. The fair values of forward currency-exchange contracts that are not designated as hedges are recorded currently in earnings.

The Company recognized a loss of $2,000 and a gain of $37,000 in the third quarters of 2014 and 2013, respectively, and gains of $34,000 and $50,000 in the first nine months of 2014 and 2013, respectively, included in selling, general, and administrative expenses, associated with forward currency-exchange contracts that were not designated as hedges. Management believes that any credit risk associated with forward currency-exchange contracts is remote based on the Company's financial position and the creditworthiness of the financial institutions issuing the contracts.

The following table summarizes the fair values of the Company's derivative instruments designated and not designated as hedging instruments, the notional values of the associated derivative contracts, and the location of these instruments in the condensed consolidated balance sheet:

		September 27, 2014		December 28, 2013	
(In thousands)	Balance Sheet Location	Asset (Liability) (a)	Notional Amount (b)	Asset (Liability) (a)	Notional Amount
Derivatives Designated as Hedging Instruments:					
Derivatives in an Asset Position:					
Forward currency-exchange contracts	Other Long-Term Assets	$ 169	$ 17,811	$ —	$ —
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	$ —	$ —	$ (22)	$ 1,340
Interest rate swap agreement	Other Long-Term Liabilities	$ (532)	$ 6,000	$ (773)	$ 6,375
Derivatives Not Designated as Hedging Instruments:					
Derivatives in an Asset Position:					
Forward currency-exchange contracts	Other Current Assets	$ —	$ —	$ 97	$ 1,419
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	$ (2)	$ 716	$ (1)	$ 288

(a) See Note 11 for the fair value measurements related to these financial instruments.
(b) The total notional amount is indicative of the level of the Company's derivative activity during the first nine months of 2014.

10. Derivatives (continued)

The following table summarizes the activity in accumulated other comprehensive items (OCI) associated with the Company's derivative instruments designated as cash flow hedges as of and for the period ended September 27, 2014:

(In thousands)	Interest Rate Swap Agreement	Forward Currency-Exchange Contracts	Total
Unrealized loss, net of tax, at December 28, 2013	$ (618)	$ (15)	$ (633)
Loss (gain) reclassified to earnings	161	(387)	(226)
(Loss) gain recognized in OCI	(6)	159	153
Unrealized loss, net of tax, at September 27, 2014	$ (463)	$ (243)	$ (706)

As of September 27, 2014, $286,000 of the net unrealized loss included in OCI is expected to be reclassified to earnings over the next twelve months.

11. Fair Value Measurements

Fair value measurement is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. A fair value hierarchy is established, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly.
- Level 3—Unobservable inputs based on the Company's own assumptions.

The following table presents the fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis:

	Fair Value as of September 27, 2014			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	$ 5,079	$ —	$ —	$ 5,079
Banker's acceptance drafts (a)	$ —	$ 9,988	$ —	$ 9,988
Forward currency-exchange contracts	$ —	$ 169	$ —	$ 169
Liabilities:				
Forward currency-exchange contracts	$ —	$ 2	$ —	$ 2
Interest rate swap agreement	$ —	$ 532	$ —	$ 532
Contingent consideration (b)	$ —	$ —	$ 1,175	$ 1,175

11. Fair Value Measurements (continued)

	Fair Value as of December 28, 2013			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	$ 17,090	$ —	$ —	$ 17,090
Banker's acceptance drafts (a)	$ —	$ 10,765	$ —	$ 10,765
Forward currency-exchange contracts	$ —	$ 97	$ —	$ 97
Liabilities:				
Forward currency-exchange contracts	$ —	$ 23	$ —	$ 23
Interest rate swap agreement	$ —	$ 773	$ —	$ 773

(a) Included in accounts receivable in the accompanying condensed consolidated balance sheet.
(b) Included in other current liabilities in the accompanying condensed consolidated balance sheet.

The Company uses the market approach technique to value its financial assets and liabilities, and there were no changes in valuation techniques during the first nine months of 2014. The Company's financial assets and liabilities carried at fair value include cash equivalents and derivative instruments used to hedge the Company's foreign currency and interest rate risks. The Company's cash equivalents are comprised of money market funds and bank deposits that are highly liquid and easily tradable. These investments are valued using inputs observable in active markets for identical securities. The carrying value of the banker's acceptance drafts approximates their fair value due to their short-term nature. The fair values of the Company's interest rate swap agreement are based on LIBOR yield curves at the reporting date. The fair values of the Company's forward currency-exchange contracts are based on quoted forward foreign exchange rates at the reporting date. The forward currency-exchange contracts and interest rate swap agreement are hedges of either recorded assets or liabilities or anticipated transactions. Changes in values of the underlying hedged assets and liabilities or anticipated transactions are not reflected in the table above. The Company recorded contingent consideration as part of its acquisition of a European manufacturer on December 30, 2013. The fair value of the contingent consideration is based on the present value of the estimated future cash flows. Changes to the fair value of contingent consideration are recorded in selling, general and administrative expense.

The following table provides a rollforward of the fair value, as determined by Level 3 inputs, of the contingent consideration:

(In thousands)	Nine Months Ended September 27, 2014
Balance at beginning of period	$ —
Acquisition	1,205
Current period expense	60
Currency translation	(90)
Balance at end of period	$ 1,175

11. Fair Value Measurements (continued)

The carrying value and fair value of the Company's long-term debt obligations are as follows:

	September 27, 2014		December 28, 2013	
(In thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt obligations	$ 22,375	$ 22,375	$ 38,010	$ 38,010

The carrying value of long-term debt obligations approximates fair value as the obligations bear variable rates of interest, which adjust quarterly based on prevailing market rates.

12. Business Segment Information

The Company has combined its operating entities into two reportable operating segments, Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products. In classifying operational entities into a particular segment, the Company aggregated businesses with similar economic characteristics, products and services, production processes, customers, and methods of distribution.

	Three Months Ended		Nine Months Ended	
(In thousands)	September 27, 2014	September 28, 2013	September 27, 2014	September 28, 2013
Revenues:				
Papermaking Systems	$ 88,369	$ 89,465	$ 258,528	$ 241,115
Wood Processing Systems	8,480	—	29,590	—
Fiber-based Products	1,870	1,850	8,803	8,569
	$ 98,719	$ 91,315	$ 296,921	$ 249,684
Income from Continuing Operations Before Provision for Income Taxes:				
Papermaking Systems	$ 13,006	$ 14,210	$ 36,219	$ 35,975
Wood Processing Systems	1,648	—	4,497	—
Corporate and Fiber-based Products (a)	(4,503)	(4,298)	(10,908)	(10,266)
Total Operating Income	10,151	9,912	29,808	25,709
Interest Expense, Net	(168)	(84)	(420)	(229)
	$ 9,983	$ 9,828	$ 29,388	$ 25,480
Capital Expenditures:				
Papermaking Systems	$ 1,325	$ 1,427	$ 2,614	$ 3,825
Other	378	150	531	324
	$ 1,703	$ 1,577	$ 3,145	$ 4,149

(a) Corporate primarily includes general and administrative expenses.

13. Contingencies and Litigation

Right of Recourse

In the ordinary course of business, the Company's subsidiaries in China may receive banker's acceptance drafts from customers in payment of outstanding accounts receivable. These banker's acceptance drafts are non-interest bearing obligations of the issuing bank and mature within six months of the origination date. The Company's subsidiaries in China may use these banker's acceptance drafts prior to the scheduled maturity date to settle outstanding accounts payable with vendors. Banker's acceptance drafts transferred to vendors are subject to customary right of recourse provisions prior to their scheduled maturity date. As of September 27, 2014 and December 28, 2013, the Company had $5,480,000 and $5,688,000, respectively, of banker's acceptance drafts subject to customary right of recourse provisions, which were transferred to vendors and had not reached their scheduled maturity date. Historically, the banker's acceptance drafts have settled upon maturity without any claim of recourse against the Company.

General

From time to time, the Company is subject to various claims and legal proceedings covering a range of matters that arise in the ordinary course of business. Such litigation may include claims and counterclaims by and against the Company for breach of contract or warranty, canceled contracts, product liability, or bankruptcy-related claims. For legal proceedings in which a loss is probable and estimable, the Company accrues a loss based on the low end of the range of estimated loss when there is no better estimate within the range. If the Company were found to be liable for any of the claims or counterclaims against it, the Company would incur a charge against earnings for amounts in excess of legal accruals.

14. Subsequent Event

On October 31, 2014, the Company acquired certain assets of the screen cylinder business of a U.S.-based company for approximately $9,183,000 in cash. This technology-based acquisition will serve to enhance the Company’s stock-preparation equipment product offerings to pulp and paper mills worldwide.

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

This Quarterly Report on Form 10-Q includes forward-looking statements that are not statements of historical fact, and may include statements regarding possible or assumed future results of operations. Forward-looking statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management, using information currently available to our management. When we use words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "seeks," "should," "likely," "will," "would," "may," "continue," "could," or similar expressions, we are making forward-looking statements.

Forward-looking statements are not guarantees of performance. They involve risks, uncertainties, and assumptions. Our future results of operations may differ materially from those expressed in the forward-looking statements. Many of the important factors that will determine these results and values are beyond our ability to control or predict. You should not put undue reliance on any forward-looking statements. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events, or otherwise. For a discussion of important factors that may cause our actual results to differ materially from those suggested by the forward-looking statements, you should read carefully the section captioned "Risk Factors" in Part II, Item 1A, of this Report.

Overview

Company Background

We are a leading global supplier of equipment used in process industries, including papermaking, paper recycling, and oriented strand board (OSB), an engineered wood panel product used primarily in home construction. In addition, we manufacture granules made from papermaking byproducts. We have a large customer base that includes most of the world's major paper and OSB manufacturers. We believe our large installed base provides us with a spare parts and consumables business that has lower volatility and yields higher margins than our capital equipment business.

Our continuing operations are comprised of two reportable operating segments: Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products. Through our Papermaking Systems segment, we develop, manufacture, and market a range of equipment and products for the global papermaking, paper recycling, and process industries. Through our Wood Processing Systems segment, we design, manufacture, and market stranders and related equipment used in the production of OSB, and sell debarking and wood chipping equipment used in the forest products and the pulp and paper industries. Through our Fiber-based Products business, we manufacture and sell granules derived from pulp fiber for use as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Papermaking Systems Segment

Our Papermaking Systems segment consists of the following product lines: Stock-Preparation; Fluid-Handling; and Doctoring, Cleaning, & Filtration.

- Stock-Preparation: custom-engineered systems and equipment, as well as standard individual components, for pulping, de-inking, screening, cleaning, and refining primarily recycled fiber for preparation for entry into the paper machine; and recausticizing and evaporation equipment and systems used in the production of virgin pulp;
- Fluid-Handling: rotary joints, precision unions, steam and condensate systems, components, and controls used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food; and
- Doctoring, Cleaning, & Filtration: doctoring systems and related consumables that continuously clean rolls to keep paper machines running efficiently; doctor blades made of a variety of materials to perform functions including cleaning, creping, web removal, flaking, and the application of coatings; profiling systems that control moisture, web curl, and gloss during paper converting; and systems and equipment used to continuously clean paper machine fabrics and rolls, drain water from pulp mixtures, form the sheet or web, and filter the process water for reuse.

In the first quarter of 2014, our Papermaking Systems segment acquired all the outstanding shares of a European producer of creping and coating blades for approximately $2.7 million in cash, including $0.7 million of cash acquired. An additional 1 million euros, or approximately $1.3 million as of September 27, 2014, of contingent consideration is due to the sellers within two years of the closing date if certain conditions are met, as defined in the purchase agreement.

Overview (continued)

Wood Processing Systems Segment

Our principal wood-processing products include:

- Stranders: disc and ring stranders and related parts and consumables that cut trees into strands for OSB production;
- Rotary Debarkers: rotary debarkers and related parts and consumables that employ a combination of mechanical abrasion and log-to-log contact to efficiently remove bark from logs of all shapes and species; and
- Chippers: disc, drum, and veneer chippers and related parts and consumables that are high quality, robust chipper systems for waste-wood and whole-log applications found in pulp woodrooms, chip plants, sawmill, and planer mill sites.

Fiber-based Products

We produce biodegradable, absorbent granules from papermaking byproducts for use primarily as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

International Sales

During the first nine months of 2014 and 2013, approximately 57% and 61%, respectively, of our sales were to customers outside the United States, principally in Europe and China. We generally seek to charge our customers in the same currency in which our operating costs are incurred. However, our financial performance and competitive position can be affected by currency exchange rate fluctuations affecting the relationship between the U.S. dollar and foreign currencies. We seek to reduce our exposure to currency fluctuations through the use of forward currency exchange contracts. We may enter into forward contracts to hedge certain firm purchase and sale commitments denominated in currencies other than our subsidiaries' functional currencies. These contracts hedge transactions principally denominated in U.S. dollars.

Application of Critical Accounting Policies and Estimates

The 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 accounting principles generally accepted in the United States. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of our condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Our actual results may differ from these estimates.

Critical accounting policies are defined as those that entail significant judgments and estimates, and could potentially result in materially different results under different assumptions and conditions. We believe that our most critical accounting policies, upon which our financial position depends and which involve the most complex or subjective decisions or assessments, are those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the section captioned "Application of Critical Accounting Policies and Estimates" in Part II, Item 7, of our Annual Report on Form 10-K for the fiscal year ended December 28, 2013, filed with the Securities and Exchange Commission (SEC). There have been no material changes to these critical accounting policies since fiscal year-end 2013 that warrant disclosure.

Industry and Business Outlook

Our products are sold globally to process industries, principally to the pulp and paper, paper recycling, and OSB industries. Our bookings increased 23% to $100 million in the third quarter of 2014, including $9 million from acquisitions, compared to $82 million in the third quarter of 2013. Several large capital orders in our Stock-Preparation product line contributed to our internal growth in bookings. Bookings for our parts and consumables products represented 59% of our total bookings as of September 27, 2014. Bookings for our parts and consumables products were $59 million in the third quarter of 2014 compared to $54 million in the third quarter of 2013.

The North America market continues to be our most significant market. North American containerboard and tissue producers are reporting better returns and are reinvesting in their operations. In addition, RISI indicates that the market for OSB continues to be strong with expected demand growth of 10% per year or more for the next several years driven by the continued recovery of the U.S. housing market. Our bookings in North America increased 22% to $46 million in the third quarter of 2014, including $9 million from acquisitions, compared to the third quarter of 2013. Sequentially, bookings in North

Overview (continued)

America were down 11% compared to a relatively strong second quarter of 2014. The European market is showing signs of cautiousness due to growing uncertainty in the macro European economy. Our bookings in Europe decreased 2% to $19 million in the third quarter of 2014 compared to the third quarter of 2013 and were down 13% sequentially. In China, our bookings increased in the first nine months of 2014 compared to the corresponding prior year period despite the oversupply in the market. Our bookings in China increased 38% to $20 million in the third quarter of 2014 compared to the third quarter of 2013, primarily due to the inclusion of several large orders for stock-preparation systems with a combined value of $8 million. Sequentially, our bookings in China decreased 33% compared to a strong second quarter of 2014 and the current level of project activity appears to be softening due to the large capacity additions implemented this year and a slowing economy. In South America, the weakness in the overall economy, particularly in Brazil, continues to be hampered by sluggish global commodity markets and restrained consumer spending. Our bookings in South America were $7 million in the third quarter of 2014, down 4% compared to the third quarter of 2013. Sequentially, our bookings in South America increased 33% compared to $5 million in the second quarter of 2014.

Delays in capital shipments, weakening market conditions in Europe and South America, and an unfavorable effect from foreign currency exchange have adversely affected our outlook for the fourth quarter of 2014. We expect to achieve GAAP (generally accepted accounting principles) diluted EPS from continuing operations of $0.72 to $0.74 in the fourth quarter of 2014, on revenues of $104 to $106 million. For the full year, we expect revenues of $401 to $403 million in 2014, narrowed from our previous guidance of $400 to $410 million. We expect to achieve GAAP diluted EPS from continuing operations of $2.47 to $2.49 in 2014, revised from our previous guidance of $2.50 to $2.60. We are lowering our 2014 EPS guidance due to a $0.03 unfavorable effect from foreign currency exchange and $0.03 of restructuring costs, as well as our reduced expectations for the fourth quarter. The 2014 guidance also includes $0.17 of expense associated with the amortization of acquired profit in inventory and backlog from businesses acquired in 2013 and $0.06 of restructuring costs. The 2014 guidance does not include any results from the recent acquisition we completed on October 31, 2014.

Results of Operations

Third Quarter 2014 Compared With Third Quarter 2013

The following table sets forth our unaudited condensed consolidated statement of income expressed as a percentage of total revenues from continuing operations for the third fiscal quarters of 2014 and 2013. The results of operations for the fiscal quarter ended September 27, 2014 are not necessarily indicative of the results to be expected for the full fiscal year.

	Three Months Ended	
	September 27, 2014	September 28, 2013
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	55	56
Selling, general, and administrative expenses	32	31
Research and development expenses	2	2
Restructuring costs	1	—
	90	89
Operating Income	10	11
Interest Income	—	—
Interest Expense	—	—
Income from Continuing Operations Before Provision for Income Taxes	10	11
Provision for Income Taxes	3	4
Income from Continuing Operations	7%	7%

Results of Operations (continued)

Revenues

Revenues for the third quarters of 2014 and 2013 are as follows:

(In thousands)	Three Months Ended September 27, 2014	Three Months Ended September 28, 2013
Revenues:		
Papermaking Systems	$ 88,369	$ 89,465
Wood Processing Systems	8,480	—
Fiber-based Products	1,870	1,850
	$ 98,719	$ 91,315

Papermaking Systems Segment. Revenues decreased $1.1 million, or 1%, to $88.4 million in the third quarter of 2014 from $89.5 million in the third quarter of 2013 primarily due to a decrease in demand for our capital products at our Stock-Preparation product line, especially at our operations in China and Europe. This decrease was offset in part by increased demand for our products at our Fluid-Handling and Doctoring, Cleaning, & Filtration product lines primarily at our North American operations and a $0.3 million increase from the favorable effects of currency translation.

Wood Processing Systems Segment. Revenues of $8.5 million in the third quarter of 2014 are from an acquisition completed in November 2013.

Papermaking Systems Segment by Product Line. The following table presents revenues for our Papermaking Systems segment by product line, the changes in revenues by product line between the third quarters of 2014 and 2013, and the changes in revenues by product line between the third quarters of 2014 and 2013 excluding the effect of currency translation. The increase (decrease) in revenues excluding the effect of currency translation represents the increase (decrease) resulting from the conversion of third quarter of 2014 revenues in local currency into U.S. dollars at third quarter of 2013 exchange rates, and then comparing this result to actual revenues in the third quarter of 2013. The presentation of the changes in revenues by product line excluding the effect of currency translation is a non-GAAP measure. We believe this non-GAAP measure helps investors gain a more complete understanding of our underlying operations especially when comparing such results to prior periods. This non-GAAP measure should not be considered superior to or a substitute for the corresponding GAAP measure.

(In thousands)	Three Months Ended September 27, 2014	Three Months Ended September 28, 2013	Increase (Decrease)	Increase (Decrease) Excluding Effect of Currency Translation
Papermaking Systems Segment Product Lines:				
Stock-Preparation	$ 31,246	$ 38,827	$ (7,581)	$ (7,580)
Doctoring, Cleaning, & Filtration	31,703	28,801	2,902	2,680
Fluid-Handling	25,420	21,837	3,583	3,538
	$ 88,369	$ 89,465	$ (1,096)	$ (1,362)

Revenues from our Stock-Preparation product line in the third quarter of 2014 decreased $7.6 million, or 20%, compared to the third quarter of 2013 primarily due to decreased demand for our capital products in China and Europe. Revenues from our Doctoring, Cleaning, & Filtration product line in the third quarter of 2014 increased $2.7 million, or 9%, excluding a $0.2 million favorable effect of currency translation, compared to the prior year period, primarily due to an increase in demand for our capital products at our North American operations. Revenues from our Fluid-Handling product line in the third quarter of 2014 increased $3.5 million, or 16%, excluding a $0.1 million favorable effect of currency translation, compared to the prior year period, primarily due to increased demand for our products at our North and South American operations.

Results of Operations (continued)

Gross Profit Margin

Gross profit margins for the third quarters of 2014 and 2013 are as follows:

	Three Months Ended	
	September 27, 2014	September 28, 2013
Gross Profit Margin:		
Papermaking Systems	45.1%	44.3%
Wood Processing Systems	42.1	—
Fiber-based Products	34.9	26.7
	44.7%	43.9%

Papermaking Systems Segment. The gross profit margin in the Papermaking Systems segment increased to 45.1% in the third quarter of 2014 from 44.3% in the third quarter of 2013 due to an increase in the proportion of higher-margin parts and consumables products.

Fiber-based Products. The gross profit margin in our Fiber-based Products business increased to 34.9% in the third quarter of 2014 from 26.7% in the third quarter of 2013, primarily due to improved operating efficiencies associated with increased production.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues increased to 32% in the third quarter of 2014 compared to 31% in the third quarter of 2013. Selling, general, and administrative expenses increased $3.3 million, or 11%, to $31.9 million in the third quarter of 2014 from $28.6 million in the third quarter of 2013 primarily due to the inclusion of $2.0 million of operating expenses from acquired businesses.

Total stock-based compensation expense was $1.4 million and $1.2 million in the third quarters of 2014 and 2013, respectively, and is included in selling, general, and administrative expenses in the accompanying condensed consolidated statement of income.

Research and development expenses were $1.6 million in both the third quarters of 2014 and 2013 and represented 2% of revenues in both periods.

Restructuring Costs

Restructuring costs were $0.5 million and $45 thousand in the third quarters of 2014 and 2013, respectively. Restructuring costs in the third quarter of 2014 included $0.4 million of severance associated with the reduction of 9 employees in Brazil. This action was taken to further streamline our operation in Brazil. We anticipate annualized savings within our Papermaking Systems segment of $0.6 million in selling, general, and administrative expenses and $0.3 million in cost of revenues once these restructuring actions have been completed.

Interest Income

Interest income decreased to $42 thousand in the third quarter of 2014 from $0.2 million in the third quarter of 2013 primarily due to lower invested cash balances in the third quarter of 2014, and to a lesser extent, lower average interest rates.

Interest Expense

Interest expense was $0.2 million in both the third quarters of 2014 and 2013.

Results of Operations (continued)

Provision for Income Taxes

Our provision for income taxes was $3.2 million and $3.3 million in the third quarters of 2014 and 2013, respectively, and represented 33% and 34% of pre-tax income. The effective tax rate of 33% in the third quarter of 2014 was lower than our statutory tax rate primarily due to the distribution of our worldwide earnings, the release of state tax reserves in the U.S., and the release of tax reserves from the expiration of tax statutes of limitations. These tax benefits were offset in part by tax expense associated with an increase in nondeductible expenses. The effective tax rate of 34% in the third quarter of 2013 was lower than our statutory tax rate primarily due to lower statutory tax rates in our overseas operations and a more favorable distribution of our worldwide earnings.

Income from Continuing Operations

Income from continuing operations increased $0.2 million to $6.7 million in the third quarter of 2014 from $6.5 million in the third quarter of 2013. This increase was primarily due to an increase in our operating income (see *Revenues* and *Operating Expenses* discussed above).

First Nine Months 2014 Compared With First Nine Months 2013

The following table sets forth our unaudited condensed consolidated statement of income expressed as a percentage of total revenues from continuing operations for the first nine months of 2014 and 2013. The results of operations for the first nine months of 2014 are not necessarily indicative of the results to be expected for the full fiscal year.

	Nine Months Ended	
	September 27, 2014	September 28, 2013
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	56	54
Selling, general, and administrative expenses	32	34
Research and development expenses	2	2
Restructuring costs and other income, net	—	—
	90	90
Operating Income	10	10
Interest Income	—	—
Interest Expense	—	—
Income from Continuing Operations Before Provision for Income Taxes	10	10
Provision for Income Taxes	3	3
Income from Continuing Operations	7%	7%

Revenues

Revenues for the first nine months of 2014 and 2013 are as follows:

	Nine Months Ended	
(In thousands)	September 27, 2014	September 28, 2013
Revenues:		
Papermaking Systems	$ 258,528	$ 241,115
Wood Processing Systems	29,590	—
Fiber-based Products	8,803	8,569
	$ 296,921	$ 249,684

Results of Operations (continued)

Papermaking Systems Segment. Revenues increased $17.4 million, or 7%, to $258.5 million in the first nine months of 2014 from $241.1 million in the first nine months of 2013 due to the inclusion of $8.1 million in revenues from acquisitions and increases of $7.3 million from internal growth and $2.0 million from the favorable effects of currency translation. Our internal growth was led by increased demand for our products at our Fluid-Handling product line, particularly at our North American and European operations.

Wood Processing Systems Segment. Revenues of $29.6 million in the first nine months of 2014 are from an acquisition completed in November 2013.

Fiber-based Products. Revenues increased $0.2 million, or 3%, to $8.8 million in the first nine months of 2014 from $8.6 million in the first nine months of 2013 due to increased demand for our biodegradable granular products.

Papermaking Systems Segment by Product Line. The following table presents revenues for our Papermaking Systems segment by product line, the changes in revenues by product line between the first nine months of 2014 and 2013, and the changes in revenues by product line between the first nine months of 2014 and 2013 excluding the effect of currency translation. The increase in revenues excluding the effect of currency translation represents the increase resulting from the conversion of first nine months of 2014 revenues in local currency into U.S. dollars at first nine months of 2013 exchange rates, and then comparing this result to actual revenues in the first nine months of 2013. The presentation of the changes in revenues by product line excluding the effect of currency translation is a non-GAAP measure. We believe this non-GAAP measure helps investors gain a more complete understanding of our underlying operations especially when comparing such results to prior periods. This non-GAAP measure should not be considered superior to or a substitute for the corresponding GAAP measure.

(In thousands)	Nine Months Ended September 27, 2014	Nine Months Ended September 28, 2013	Increase	Increase Excluding Effect of Currency Translation
Papermaking Systems Segment Product Lines:				
Stock-Preparation	$ 93,668	$ 90,322	$ 3,346	$ 2,295
Doctoring, Cleaning, & Filtration	86,892	82,329	4,563	4,028
Fluid-Handling	77,968	68,464	9,504	9,123
	$ 258,528	$ 241,115	$ 17,413	$ 15,446

Revenues from our Stock-Preparation product line in the first nine months of 2014 increased $2.3 million, or 3%, excluding a $1.1 million favorable effect of currency translation, compared to the first nine months of 2013. This increase was primarily due to the inclusion of $5.7 million of revenues from acquisitions, offset in part by a decrease in demand for our products at our Chinese and North American operations. Revenues from our Doctoring, Cleaning, & Filtration product line in the first nine months of 2014 increased $4.0 million, or 5%, excluding a $0.5 million favorable effect of currency translation, compared to the prior year period. This increase was primarily due to the inclusion of $2.3 million in revenues from acquisitions and increased demand for our capital products. Revenues from our Fluid-Handling product line in the first nine months of 2014 increased $9.1 million, or 13%, excluding a $0.4 million favorable effect of currency translation, compared to the prior year period, primarily due to increased demand for our products at our North American and European operations.

Results of Operations (continued)

Gross Profit Margin

Gross profit margins for the first nine months of 2014 and 2013 are as follows:

	Nine Months Ended	
	September 27, 2014	September 28, 2013
Gross Profit Margin:		
Papermaking Systems	45.3%	46.5%
Wood Processing Systems	34.9	—
Fiber-based Products	44.7	46.1
	44.2%	46.5%

Papermaking Systems Segment. The gross profit margin in the Papermaking Systems segment decreased to 45.3% in the first nine months of 2014 from 46.5% in the first nine months of 2013. This decrease in gross profit margin resulted primarily from lower gross profit margin at our Stock-Preparation product line.

Wood Processing Systems Segment. The gross profit margin of 34.9% in our Wood Processing Systems segment in the first nine months of 2014 included $2.1 million of expense related to the amortization of acquired profit in inventory. This amortization associated with the acquisition was completed in the second quarter of 2014.

Fiber-based Products. The gross profit margin in our Fiber-based Products business decreased to 44.7% in the first nine months of 2014 from 46.1% in the first nine months of 2013, primarily due to the higher cost of natural gas used in the production process.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues decreased to 32% in the first nine months of 2014 compared to 34% in the first nine months of 2013 due to the inclusion of acquisitions, which had lower selling, general, and administrative expenses as a percentage of revenues. Selling, general, and administrative expenses increased $10.9 million, or 13%, to $95.9 million in the first nine months of 2014 from $85.0 million in the first nine months of 2013 primarily due to the inclusion of $8.8 million of operating expenses from acquired businesses and a $0.5 million increase from the unfavorable effects of foreign currency translation.

Total stock-based compensation expense was $4.3 million and $3.8 million in the first nine months of 2014 and 2013, respectively, and is included in selling, general, and administrative expenses in the accompanying condensed consolidated statement of income.

Research and development expenses were $4.7 million and $5.1 million in the first nine months of 2014 and 2013, respectively, and represented 2% of revenues in both periods.

Restructuring Costs and Other Income, Net

Restructuring costs were $0.9 million in the first nine months of 2014, including $0.5 million of severance and facility-related costs related to our 2014 restructuring plans and $0.4 million of facility-related costs associated with our 2013 restructuring plans. Restructuring costs and other income, net was $0.3 million in the first nine months of 2013, consisting of $2.0 million of restructuring costs and $1.7 million of income from a gain on the sale of assets.

Interest Income

Interest income decreased to $0.3 million in the first nine months of 2014 from $0.4 million in the first nine months of 2013 primarily due to lower invested cash balances in the first nine months of 2014.

Interest Expense

Interest expense increased to $0.8 million in the first nine months of 2014 from $0.6 million in the first nine months of 2013 primarily due to higher average outstanding borrowings, largely offset by lower average interest rates on borrowings in the first nine months of 2014 compared to the first nine months of 2013.

Results of Operations (continued)

Provision for Income Taxes

Our provision for income taxes was $9.5 million and $7.8 million in the first nine months of 2014 and 2013, respectively, and represented 32% and 31% of pre-tax income. The effective tax rate of 32% in the first nine months of 2014 was lower than our statutory tax rate primarily due to the distribution of our worldwide earnings, the release of tax reserves that resulted from the expiration of tax statutes of limitations, and the release of state tax reserves in the U.S. These tax benefits were offset in part by tax expense associated with an increase in nondeductible expenses and a reduction in deferred tax assets. The effective tax rate of 31% in the first nine months of 2013 was lower than our statutory tax rate primarily due to the reduction of the 2012 U.S. tax cost of foreign earnings and a benefit from the 2012 U.S. research and development tax credit, both of which were recognized in the first nine months of 2013 as a result of U.S. tax legislation enacted in January 2013. In addition, our effective tax rate in the first nine months of 2013 benefited from the release of a valuation allowance against deferred tax assets related to net operating loss carryforwards. The release of the valuation allowance was due to increased projected profitability associated with the CBTI acquisition. Also contributing to the lower effective tax rate in the first nine months of 2013 were lower statutory tax rates in our overseas operations and a more favorable distribution of our worldwide earnings.

Income from Continuing Operations

Income from continuing operations increased $2.2 million to $19.9 million in the first nine months of 2014 from $17.7 million in the first nine months of 2013. This increase was primarily due to an increase in our operating income offset in part by an increase in our provision for income taxes (see *Revenues*, *Operating Expenses*, and *Provision for Income Taxes* discussed above).

Recent Accounting Pronouncements

Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360) Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. In April 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-08, which provides new guidance on reporting discontinued operations and disclosures of disposals. Under the new guidance, only disposals representing a strategic shift in operations will be presented as discontinued operations. The new guidance also requires disclosure of the pre-tax income attributable to a disposal of a significant part of the company that does not qualify for discontinued operations reporting. This guidance is effective for us beginning in fiscal 2015. Adoption of this ASU is not expected to have a material impact on our consolidated financial position, results of operations or cash flows.

Revenue from Contracts with Customers (Topic 606) Section A—Summary and Amendments That Create Revenue from Contracts with Customers (Topic 606) and Other Assets and Deferred Costs—Contracts with Customers (Subtopic 340-40). In May 2014, the FASB issued ASU No. 2014-09, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The new guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. The ASU will replace most existing revenue recognition guidance in GAAP when it becomes effective. The new guidance is effective for us beginning in fiscal 2017. Early adoption is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. We are currently evaluating the effect that ASU No. 2014-09 will have on our consolidated financial statements and related disclosures. We have not yet selected a transition method nor have we determined the effect of the standard on our ongoing financial reporting.

Compensation—Stock Compensation (Topic 718) Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period. In June 2014, the FASB issued ASU No. 2014-12, which clarifies the proper method of accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. Under the new guidance, a performance target that affects vesting and could be achieved after completion of the service period should be treated as a performance condition under FASB Accounting Standards Codification 718 and, as a result, should not be included in the estimation of the grant-date fair value of the award. An entity should recognize compensation cost for the award when it becomes probable that the performance target will be achieved. In the event that an entity determines that it is probable that a performance target will be achieved before the end of the service period, the compensation cost of the award should be recognized prospectively over the remaining service period. The new guidance is effective for us beginning in fiscal 2016. Early adoption is permitted. Adoption of this ASU is not expected to have a material impact on our consolidated financial position, results of operations or cash flows.

Results of Operations (continued)

Preparation of Financial Statements – Going Concern (Subtopic 205-40), Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern. In August 2014, the FASB issued ASU No. 2014-15, which states that under GAAP, continuation of a reporting entity as a going concern is presumed as the basis for preparing financial statements unless and until the entity's liquidation becomes imminent. If and when an entity's liquidation becomes imminent, financial statements should be prepared under the liquidation basis of accounting. Even when an entity's liquidation is not imminent, there may be conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. In those situations, financial statements should continue to be prepared under the going concern basis of accounting, but the amendments in this ASU should be followed to determine whether to disclose information about the relevant conditions and events. The new guidance is effective for us beginning in fiscal 2017, and for annual periods and interim periods thereafter. Early application is permitted. We will evaluate the going concern considerations in this ASU; however, we do not currently believe that we will meet the conditions that would subject our financial statements to additional disclosure.

Liquidity and Capital Resources

Consolidated working capital was $95.7 million at September 27, 2014, compared with $106.5 million at December 28, 2013. Included in working capital are cash and cash equivalents of $41.1 million and $50.0 million at September 27, 2014 and December 28, 2013, respectively. At September 27, 2014, $37.3 million of our cash and cash equivalents were held by our foreign subsidiaries.

First Nine Months of 2014

Our operating activities provided cash of $30.4 million in the first nine months of 2014. Working capital used cash of $2.1 million in the first nine months of 2014, including $5.0 million for other current liabilities primarily resulting from a decrease in customer deposits. These uses of cash were offset in part by cash provided by a decrease in inventories of $3.2 million primarily due to the shipment of several large stock-preparation equipment contracts in the first nine months of 2014.

Our investing activities used cash of $5.9 million in the first nine months of 2014, including $3.0 million for acquisition consideration and $3.1 million for purchases of property, plant, and equipment.

Our financing activities used cash of $32.3 million in the first nine months of 2014. This use of cash resulted primarily from principal payments on our outstanding debt obligations of $30.7 million, $13.2 million for repurchases of our common stock on the open market, and $4.7 million for cash dividends paid to stockholders. These uses of cash were offset in part by $15.4 million of proceeds received from borrowings under our 2012 Credit Agreement in the first nine months of 2014.

First Nine Months of 2013

Our operating activities provided cash of $30.5 million in the first nine months of 2013, including $30.7 million of cash provided by our continuing operations and $0.2 million of cash used in our discontinued operation. Working capital provided cash of $4.9 million in the first nine months of 2013, including $3.9 million from other current liabilities, $3.6 million from accounts receivable and $2.3 million from accounts payable. Cash provided by an increase in other current liabilities primarily related to increased customer deposits on stock-preparation contracts. Cash provided by a decrease in accounts receivable and an increase in accounts payable was primarily due to the timing of billings and payments. These sources of cash were offset in part by an increase in inventory, which used cash of $2.2 million in the first nine months of 2013, related to increased production. In addition, other current assets used cash of $1.9 million in the first nine months of 2013 primarily due to an increase in refundable income taxes and prepaid expenses associated with advance payments to suppliers.

Our investing activities used cash of $14.4 million in the first nine months of 2013, including $14.2 million for the acquisitions of CBTI and Noss and $4.1 million for the purchase of property, plant, and equipment. These uses of cash were offset in part by $3.3 million of proceeds received from the sale of property, plant, and equipment, primarily from the sale of real estate in China.

Our financing activities provided cash of $1.8 million in the first nine months of 2013, primarily from proceeds received from borrowings under our 2012 Credit Agreement of $18.9 million. This source of cash was largely offset by cash used for principal payments on our debt obligations of $11.3 million, repurchases of our common stock on the open market of $3.5 million, and the payment of $2.8 million in cash dividends to stockholders.

Liquidity and Capital Resources (continued)

Revolving Credit Facility

We entered into a five-year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to $100 million on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $50 million. The principal on any borrowings made under the 2012 Credit Agreement is due on November 1, 2018. Interest on any loans outstanding under the 2012 Credit Agreement accrues and is payable quarterly in arrears at one of the following rates selected by us: (i) the highest of (a) the federal funds rate plus 0.50% plus an applicable margin of 0% to 1%, (b) the prime rate, as defined, plus an applicable margin of 0% to 1%, and (c) the Eurocurrency rate, as defined, plus 0.50% plus an applicable margin of 0% to 1% or (ii) the Eurocurrency rate, as defined, plus an applicable margin of 1% to 2%. The applicable margin is determined based upon the ratio of our total debt to earnings before interest, taxes, depreciation, and amortization, as defined in the 2012 Credit Agreement. For this purpose, total debt is defined as total debt less up to $25 million of unrestricted domestic cash. We had $17.0 million of borrowings outstanding under the 2012 Credit Agreement at September 27, 2014.

Our obligations under the 2012 Credit Agreement may be accelerated upon the occurrence of an event of default under the 2012 Credit Agreement, which includes customary events of default including without limitation payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, defaults relating to such matters as the Employment Retirement Income Security Act, unsatisfied judgments, the failure to pay certain indebtedness, and a change of control default. In addition, the 2012 Credit Agreement contains negative covenants applicable to us and our subsidiaries, including financial covenants requiring us to comply with a maximum consolidated leverage ratio of 3.5 to 1 and a minimum consolidated interest coverage ratio of 3 to 1, and restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing our fiscal year, arrangements affecting subsidiary distributions, entering into new lines of business, and certain actions related to the discontinued operation. As of September 27, 2014, we were in compliance with these covenants.

Loans under the 2012 Credit Agreement are guaranteed by certain of our domestic subsidiaries pursuant to a Guarantee Agreement, effective August 3, 2012.

As of September 27, 2014, we had $80.0 million of borrowing capacity available under the committed portion of the 2012 Credit Agreement. The amount we are able to borrow under the 2012 Credit Agreement is the total borrowing capacity of $100 million less any outstanding borrowings, letters of credit and multi-currency borrowings issued under the 2012 Credit Agreement.

Commercial Real Estate Loan

On May 4, 2006, we borrowed $10 million under a promissory note (2006 Commercial Real Estate Loan). The 2006 Commercial Real Estate Loan is repayable in quarterly installments of $125 thousand over a ten-year period with the remaining principal balance of $5 million due upon maturity. As of September 27, 2014, the remaining balance on the 2006 Commercial Real Estate Loan was $6.0 million. Interest on the 2006 Commercial Real Estate Loan accrues and is payable quarterly in arrears at one of the following rates selected by us: (a) the prime rate or (b) three-month LIBOR plus a 0.75% margin.

Our obligations under the 2006 Commercial Real Estate Loan may be accelerated upon the occurrence of an event of default under the 2006 Commercial Real Estate Loan and the mortgage and security agreements, which includes customary events of default including without limitation payment defaults, defaults in the performance of covenants and obligations, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, liens on the properties or collateral and uninsured judgments. In addition, the occurrence of an event of default under the 2012 Credit Agreement or any successor credit facility would be an event of default under the 2006 Commercial Real Estate Loan.

Interest Rate Swap Agreement

We entered into a swap agreement in 2006 (2006 Swap Agreement) to convert the 2006 Commercial Real Estate Loan from a floating to a fixed rate of interest. The 2006 Swap Agreement matures in 2016, has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the 2006 Commercial Real Estate Loan. Under the 2006 Swap Agreement, we receive a three-month LIBOR rate and pay a fixed rate of interest of 5.63%. As of September 27, 2014, the interest rate swap agreement had an unrealized loss of $0.5 million. Our management believes that any credit risk associated with the 2006 Swap Agreement is remote based on our financial position and the creditworthiness of the financial institution issuing the swap agreement.

Liquidity and Capital Resources (continued)

The counterparty to the 2006 Swap Agreement could demand an early termination of the swap agreement if we are in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and we are unable to cure the default. An event of default under the 2012 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 to 1 and a minimum consolidated interest charge coverage ratio of 3 to 1. The unrealized loss of $0.5 million associated with the swap agreement as of September 27, 2014 represents the estimated amount that we would pay to the counterparty in the event of an early termination.

Additional Liquidity and Capital Resources

On November 4, 2013, our board of directors approved the repurchase by us of up to $20 million of our equity securities during the period from November 8, 2013 to November 8, 2014. Through September 27, 2014, we had repurchased 405,135 shares of our common stock for $15.0 million under this authorization. On July 28, 2014, our board of directors approved the repurchase by us of up to an additional $20 million of our equity securities during the period from July 28, 2014 to July 28, 2015.

We paid quarterly cash dividends totaling $4.7 million in the first nine months of 2014. On September 15, 2014, our board of directors approved a quarterly cash dividend of $0.15 per outstanding share of our common stock, or approximately $1.6 million, which will be paid on November 12, 2014. Future declarations of dividends are subject to board of directors' approval and may be adjusted as business needs or market conditions change. The payment of cash dividends is subject to our compliance with the consolidated leverage ratio contained in our 2012 Credit Agreement.

It is our intent to reinvest indefinitely the earnings of our international subsidiaries in order to support the current and future capital needs of their operations. Through September 27, 2014, we have not provided for U.S. income taxes on approximately $161.0 million of unremitted foreign earnings. The U.S. tax cost has not been determined due to the fact that it is not practicable to estimate at this time. The related foreign tax withholding, which would be required if we were to remit the foreign earnings to the U.S., would be approximately $2.8 million.

On October 31, 2014, we acquired certain assets of the screen cylinder business of a U.S.-based company for approximately $9.2 million in cash. This technology-based acquisition will serve to enhance our stock-preparation equipment product offerings to pulp and paper mills worldwide.

Although we currently have no material commitments for capital expenditures, we plan to make expenditures of approximately $4 to $5 million during the remainder of 2014 for property, plant, and equipment.

In the future, our liquidity position will be primarily affected by the level of cash flows from operations, cash paid to satisfy debt repayments, capital projects, dividends, stock repurchases, or additional acquisitions, if any. We believe that our existing resources, together with the cash available from our credit facilities and the cash we expect to generate from continuing operations, will be sufficient to meet the capital requirements of our current operations for the foreseeable future.

Item 3 – Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk from changes in interest rates and foreign currency exchange rates has not changed materially from our exposure at year-end 2013 as disclosed in Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 28, 2013, filed with the SEC.

Item 4 – Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 27, 2014. The term "disclosure controls and procedures," as defined in Securities Exchange Act Rules 13a-15(e) and 15d-15(e), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the evaluation of our disclosure controls and procedures as of September 27, 2014, our Chief Executive Officer and Chief Financial Officer concluded that as of September 27, 2014, our disclosure controls and procedures were effective at the reasonable assurance level.

(b) Changes in Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during the fiscal quarter ended September 27, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1A – Risk Factors

In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we wish to caution readers that the following important factors, among others, in some cases have affected, and in the future could affect, our actual results and could cause our actual results in 2014 and beyond to differ materially from those expressed in any forward-looking statements made by us, or on our behalf.

Our business is dependent on worldwide and local economic conditions as well as the condition of process industries.

We sell products worldwide to global process industries, primarily papermaking, paper recycling, and OSB, which can be cyclical. Generally, the financial condition of process industries corresponds to general worldwide and regional economic conditions, as well as to a number of other factors. A significant portion of our revenues are from customers based in Europe and China. Economic downturns and uncertainty in Europe, including the effect of recent economic sanctions imposed against Russia, may adversely affect our revenues and bookings in Europe. In addition, slower economic growth rates in China may adversely affect our business. Uncertainties in the global and regional economic outlooks have negatively affected, and may in the future negatively affect, demand for our customers' products, and as a consequence, our products and services, especially our capital equipment systems and products, and our financial results. Also, uncertainty regarding economic conditions has caused, and may in the future cause, liquidity and credit issues for many businesses, including our customers in the pulp and paper industry as well as other process industries, and may result in their inability to fund projects, capacity expansion plans, and to some extent, routine operations and capital expenditures. These conditions have resulted, and may in the future result, in a number of structural changes in process industries, including decreased spending, mill closures, consolidations, and bankruptcies, all of which negatively affect our business, revenue, and profitability. Financial and economic turmoil affecting the worldwide economy or the banking system and financial markets, in particular, due to political or economic developments could cause the expectations for our business to differ materially in the future.

Our financial performance will be negatively impacted if there are delays in customers securing financing or our customers become unable to secure such financing, due to any number of factors including a tightening of monetary policy. Recently, financing has become a significant problem for customers in Russia, and has caused us to delay the booking of some pending orders. The inability of our customers to obtain credit may affect our ability to recognize revenue and income, particularly on large capital equipment orders from new customers for which we may require letters of credit. We may also be unable to issue letters of credit to our customers, which are required in some cases to guarantee performance, during periods of economic uncertainty.

Paper producers have been, and may in the future be, negatively affected by higher operating costs. Paper companies curtail their capital and operating spending during periods of economic uncertainty and are cautious about resuming spending as market conditions improve. As paper companies consolidate operations in response to market weakness, they frequently reduce capacity, increase downtime, defer maintenance and upgrades, and postpone or even cancel capacity addition or expansion projects. It is especially difficult to accurately forecast our revenues and earnings per share during periods of economic uncertainty.

A significant portion of our international sales has, and may in the future, come from China and we operate several manufacturing facilities in China, which exposes us to political, economic, operational and other risks.

We have historically had significant revenues from China, operate significant manufacturing facilities in China, and manufacture and source equipment and components from China. As a result, we are exposed to increased risk in the event of economic slowdowns, changes in the policies of the Chinese government, political unrest, unstable economic conditions, or other developments in China or in U.S.-China relations that are adverse to trade, including enactment of protectionist legislation or trade or currency restrictions. Policies of the Chinese government to target slower economic growth to avoid inflation may negatively affect our business in China if customers are unable to expand capacity or obtain financing for expansion or improvement projects.

Our bookings activity from China tends to be more variable than in other geographic regions, as the China pulp and paper industry historically has experienced, and in the future may experience, periods of significant capacity expansion to meet demand followed by periods of stagnant activity while overcapacity is absorbed. These cycles result in periods of significant bookings activity for our capital products and increased revenues followed by a significant decrease in bookings or potential delays in shipments and order placements by our customers as they attempt to balance supply and demand. As a consequence, our bookings and revenues in China tend to be uneven and difficult to predict. Capacity growth and investment can be uneven and the larger paper producers have delayed, and may in the future delay, additional new capacity start-ups in reaction to softer market conditions. In general, as significant capacity additions come online and the economic growth rate slows, paper producers have deferred and could in the future defer further investments or the delivery of previously-ordered equipment until the market absorbs the new production. This has negatively affected our bookings and revenues in China in the past, and may negatively affect our bookings and revenues in China in the future.

In addition, orders from customers in China, particularly for large stock-preparation systems that have been tailored to a customer's specific requirements, have credit risks higher than we generally incur elsewhere, and some orders are subject to the receipt of financing approvals from the Chinese government or can be impacted by the availability of credit and more restrictive monetary policies. For this reason, we generally do not record signed contracts from customers in China for large stock-preparation systems as orders until we receive the down payments for such contracts. The timing of the receipt of these orders and the down payments are uncertain and there is no assurance that we will be able to recognize revenue on these contracts. Delays in the receipt of payments and letters of credit affect when revenues can be recognized on these contracts, making it difficult to accurately forecast our future financial performance. We may experience a loss if a contract is cancelled prior to the receipt of a down payment in the event we commence engineering or other work associated with the contract. We typically have inventory awaiting shipment to customers. We could incur a loss if contracts are cancelled and we cannot re-sell the equipment. In addition, we may experience a loss if the contract is cancelled, or the customer does not fulfill its obligations under the contract, prior to the receipt of a letter of credit or final payments covering the remaining balance of the contract, which could represent 80% or more of the total order.

A significant portion of our revenue in China is recognized upon shipment once we have secured final payment. In some cases, we will be unable to recognize any revenue on completed orders until after installation or acceptance of the equipment. Furthermore, customers in China often demand that deliveries of previously-ordered equipment be delayed to future periods for any number of reasons. As a result, our revenues recognized in China have varied, and will in the future vary, greatly from period to period and be difficult to predict.

We manufacture equipment used in the production of OSB and our financial performance may be adversely affected by lower levels of residential construction activity.

In November 2013, we acquired all the outstanding shares of a manufacturer of stranders and related equipment used in the production of OSB, an engineered wood panel product used primarily in home construction. Our customers produce OSB principally for new residential construction, home repair and remodeling activities. As such, the operating results for our Wood Processing Systems segment correlate to a significant degree to the level of this residential construction activity, primarily in North America and to a lesser extent in Europe. Residential construction activity is influenced by a number of factors, including the supply of and demand for new and existing homes, new housing starts, unemployment rates, interest rate levels, availability of mortgage financing, mortgage foreclosure rates, seasonal and unusual weather conditions, general economic conditions and consumer confidence. In the U.S., the residential housing industry experienced a prolonged down cycle that began in 2006, although it has substantially improved in the last two years. A significant increase in long-term interest rates, tightened lending standards, continued high unemployment rates and other factors that reduce levels of residential construction activity could have a material adverse effect on our financial performance.

The OSB market is highly concentrated and the market for building products is highly competitive. The loss of a significant customer or our customers' reductions in capital spending or OSB production could have a material adverse effect on our financial performance.

The OSB market is highly concentrated and there are a limited number of OSB manufacturers. The loss of one or more of these customers to a competitor could adversely affect our revenues and profitability. In addition, the market for building products is highly competitive. Competitive products with OSB include other wood panel products and substitutes for wood building products, such as nonfiber-based alternatives. For example, plastic, wood/plastic or composite materials may be used by builders as alternatives to OSB products. Changes in component prices, such as energy, chemicals, wood-based fibers, and nonfiber alternatives can change the competitive position of OSB relative to other available alternatives and could increase substitution. Our customers' OSB production can be adversely affected by lower-cost producers of other wood panel products and substitutes for wood building products. Lower demand for OSB products or a decline in the profitability of one or more of our customers could result in a reduction in spending on capital equipment or the shutdown or closure of an OSB mill, which could have a material adverse effect on our financial performance.

Commodity or component price increases and significant shortages of commodities and component products may adversely impact our financial results or our ability to meet commitments to customers.

We use steel, stainless steel, brass, bronze, and other commodities to manufacture our products. We also use natural gas in the production of our fiber-based granular products. As a result, unanticipated increases in the prices of such commodities could increase our costs more than expected and negatively impact our business, results of operations and financial condition if we are unable to fully offset the effect of these increased costs through price increases, productivity improvements, or cost reduction programs.

We rely on suppliers to secure commodity and component products required for the manufacture of our products. A disruption in deliveries to or from suppliers or decreased availability of such components or commodities could have an adverse effect on our ability to meet our commitments to customers or increase our operating costs. We believe our sources of raw materials and component products will generally be sufficient for our needs in the foreseeable future. However, our business, results of operations or financial condition could be negatively impacted if supply is insufficient for our operations.

We are dependent upon certain suppliers for components and raw materials.

We are dependent on two paper mills for the fiber used in the manufacture of our fiber-based granular products. From time to time we have experienced, and may in the future experience, some difficulty obtaining sufficient raw material to operate at optimal production levels. We continue to work with the mills to ensure a stable supply of raw material. To date, we have been able to meet all of our customer delivery requirements, but there can be no assurance that we will be able to meet future delivery requirements. Although we believe our relationships with the mills are good, the mills could decide not to continue to supply sufficient papermaking byproducts, or may not agree to continue to supply such products on commercially reasonable terms. If the mills were unable or unwilling to supply us sufficient fiber, we would be forced to find one or more alternative sources of supply of this raw material. We may be unable to find alternative supplies on commercially reasonable terms or could incur excessive transportation costs if an alternative supplier were found, which would increase our manufacturing costs, and might prevent prices for our products from being competitive or require closure of this business.

We use a single supplier for certain components of our stranders. We have entered into a long-term agreement with the supplier and have had no difficulty to date obtaining sufficient supplies of these components. Although we believe our relationship with the supplier to be good, if the supplier were to terminate the agreement, we would be forced to find an alternative source of supply. Alternative sources of supply could be more expensive, which could have an adverse effect on our operating results.

Our business is subject to economic, currency, political, and other risks associated with international sales and operations.

During the first nine months of 2014 and 2013, approximately 57% and 61%, respectively, of our sales were to customers outside the United States, principally in Europe and China. In addition, we operate multiple manufacturing operations worldwide, including operations in Canada, China, Europe, Mexico, and Brazil. International revenues and operations are subject to a number of risks, including the following:

- agreements may be difficult to enforce and receivables difficult to collect through a foreign country's legal system,
- foreign customers may have longer payment cycles,
- foreign countries may impose additional withholding taxes or otherwise tax our foreign income, impose tariffs, adopt other restrictions on foreign trade, impose currency restrictions or enact other protectionist or anti-trade measures,
- worsening economic conditions may result in worker unrest, labor actions, and potential work stoppages,
- political unrest may disrupt commercial activities of ours or our customers,
- it may be difficult to repatriate funds, due to unfavorable domestic and foreign tax consequences or other restrictions or limitations imposed by foreign governments, and
- the protection of intellectual property in foreign countries may be more difficult to enforce.

Our inability to successfully identify and complete acquisitions or successfully integrate any new or previous acquisitions could have a material adverse effect on our business.

Our strategy includes the acquisition of technologies and businesses that complement or augment our existing products and services. Any such acquisition involves numerous risks that may adversely affect our future financial performance and cash flows. These risks include:

- competition with other prospective buyers resulting in our inability to complete an acquisition or in us paying a substantial premium over the fair value of the net assets of the acquired business,
- inability to obtain regulatory approvals, including antitrust approvals,
- difficulty in assimilating operations, technologies, products and the key employees of the acquired business,
- inability to maintain existing customers or to sell the products and services of the acquired business to our existing customers,
- inability to retain key management of the acquired business,
- diversion of management's attention from other business concerns,
- inability to improve the revenues and profitability or realize the cost savings and synergies expected of the acquisition,
- assumption of significant liabilities, some of which may be unknown at the time,
- potential future impairment of the value of goodwill and intangible assets acquired, and
- identification of internal control deficiencies of the acquired business.

We are required to record transaction and acquisition-related costs in the period incurred. Once completed, acquisitions may involve significant integration costs. These acquisition-related costs could be significant in a reporting period and have an adverse effect on our results of operations.

Any acquisition we complete may be made at a substantial premium over the fair value of the net identifiable assets of the acquired business. We are required to assess the realizability of goodwill and indefinite-lived intangible assets annually as well as whenever events or changes in circumstances indicate that these assets may be impaired. These events or circumstances would generally include operating losses or a significant decline in earnings associated with the acquired business or asset, and our ability to realize the value of goodwill and indefinite-lived intangible assets will depend on the future cash flows of these businesses. For example, in 2008, we recorded a $40.3 million impairment charge to write down the goodwill associated with the stock-preparation reporting unit within our Papermaking Systems segment. We may incur additional impairment charges to write down the value of our goodwill and acquired intangible assets in the future if the assets are not deemed recoverable, which could have a material adverse effect on our operating results.

It may be difficult for us to implement our strategies for improving internal growth.

Some of the markets in which we compete are mature and have lower growth rates. We pursue a number of strategies to improve our internal growth, including:

- strengthening our presence in selected geographic markets, including emerging markets and existing markets where we see opportunities;
- focusing on parts and consumables sales;
- using low-cost manufacturing bases, such as China and Mexico;
- allocating research and development funding to products with higher growth prospects;
- developing new applications for our technologies;
- combining sales and marketing operations in appropriate markets to compete more effectively;
- finding new markets for our products; and
- continuing to develop cross-selling opportunities for our products and services to take advantage of our depth of product offerings.

We may not be able to successfully implement these strategies and these strategies may not result in the expected growth of our business.

We are exposed to fluctuations in currency exchange rates, which could adversely affect our cash flows and results of operations.

As a multinational corporation, we are exposed to fluctuations in currency exchange rates that impact our business in many ways. Although we seek to charge our customers in the same currency in which our operating costs are incurred, fluctuations in currency exchange rates may affect product demand and adversely affect the profitability in U.S. dollars of products we provide in international markets. Our subsidiaries occasionally invoice third-party customers in currencies other than their functional currency. Movements in the invoiced currency relative to the functional currency could adversely impact our cash flows and results of operations. In addition, reported revenues made in non-U.S. currencies by our subsidiaries, when translated into U.S. dollars for financial reporting purposes, fluctuate due to exchange rate movements. Any of these factors could have a material adverse impact on our business and results of operations. Furthermore, while some risks can be hedged using derivatives or other financial instruments, or may be insurable, such attempts to mitigate these risks may be costly and not always successful.

We are subject to intense competition in all our markets.

We believe that the principal competitive factors affecting the markets for our products include quality, price, service, technical expertise, and product performance and innovation. Our competitors include a number of large multinational corporations that may have substantially greater financial, marketing, and other resources than we do. As a result, they may be able to adapt more quickly to new or emerging technologies and changes in customer requirements, or to devote greater resources to the promotion and sale of their services and products. Competitors' technologies may prove to be superior to ours. Our current products, those under development, and our ability to develop new technologies may not be sufficient to enable us to compete effectively. Competition, especially in China, has increased as new companies enter the market and existing competitors expand their product lines and manufacturing operations.

Adverse changes to the soundness of our suppliers and customers could affect our business and results of operations.

All of our businesses are exposed to risk associated with the creditworthiness of our key suppliers and customers, including pulp and paper manufacturers and other industrial customers, many of which may be adversely affected by volatile conditions in the financial markets, worldwide economic downturns, and difficult economic conditions. These conditions could result in financial instability, bankruptcy, or other adverse effects at any of our suppliers or customers. The consequences of such adverse effects could include the interruption of production at the facilities of our suppliers, the reduction, delay or cancellation of customer orders, delays in or the inability of customers to obtain financing to purchase our products or pay amounts due, and bankruptcy of customers or other creditors. Any adverse changes to the soundness of our suppliers or customers may adversely affect our cash flow, profitability, and financial condition.

Changes in our effective tax rate may impact our results of operations.

We derive a significant portion of our revenue and earnings from our international operations, and are subject to income and other taxes in the U.S. and numerous foreign jurisdictions. A number of factors may cause our effective tax rate to fluctuate, including: changes in tax rates in various jurisdictions; unanticipated changes in the amount of profit in jurisdictions with low statutory tax rates; the resolution of issues arising from tax audits with various tax authorities; changes in the valuation of our deferred tax assets and liabilities; adjustments to income taxes upon finalization of various tax returns; increases in expenses not deductible for tax purposes, including impairments of goodwill in connection with acquisitions; changes in available tax credits or our ability to utilize foreign tax credits; and changes in tax laws or the interpretation of such tax laws. Any of these factors could cause us to experience an effective tax rate significantly different from that of prior periods or current expectations, which could have an adverse effect on our results of operations or cash flows.

We may be required to reorganize our operations in response to changing conditions in the worldwide economy and the pulp and paper industry, and such actions may require significant expenditures and may not be successful.

We have undertaken various restructuring measures in the past in response to changing market conditions in the countries in which we operate and in the pulp and paper industry in general, which have affected our business. We may engage in additional cost reduction programs in the future. We may not recoup the costs of programs we have already initiated, or other programs in which we may decide to engage in the future, the costs of which may be significant. In connection with any future plant closures, delays or failures in the transition of production from existing facilities to our other facilities in other geographic regions could also adversely affect our results of operations. In addition, it is difficult to accurately forecast our financial performance in periods of economic uncertainty in a region or globally, and the efforts we have made or may make to align our cost structure may not be sufficient or able to keep pace with rapidly changing business conditions. Our profitability may decline if our restructuring efforts do not sufficiently reduce our future costs and position us to maintain or increase our sales.

Adverse changes to the soundness of financial institutions could affect us.

We have relationships with many financial institutions, including lenders under our credit facilities and insurance underwriters, and from time to time, we execute transactions with counterparties in the financial industry, such as our interest rate swap arrangement and other hedging transactions. In addition, our subsidiaries in China often hold banker's acceptance drafts that are received from customers in the normal course of business. These drafts may be discounted or used to pay vendors prior to the scheduled maturity date or submitted to an acceptance bank for payment at the scheduled maturity date. These financial institutions or counterparties could be adversely affected by volatile conditions in the financial markets, economic downturns, and difficult economic conditions. These conditions could result in financial instability, bankruptcy, or other adverse effects at these financial institutions or counterparties. We may not be able to access credit facilities in the future, complete transactions as intended, or otherwise obtain the benefit of the arrangements we have entered into with such financial parties, which could adversely affect our business and results of operations.

Our debt may adversely affect our cash flow and may restrict our investment opportunities.

We entered into a five-year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to $100 million on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $50 million. We have borrowed amounts under the 2012 Credit Agreement and under other agreements to fund our operations. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs, which would have the effect of increasing our total leverage. Our indebtedness could have negative consequences, including:

– increasing our vulnerability to adverse economic and industry conditions,
– limiting our ability to obtain additional financing,
– limiting our ability to pay dividends on or to repurchase our capital stock,
– limiting our ability to complete a merger or an acquisition,
– limiting our ability to acquire new products and technologies through acquisitions or licensing agreements, and
– limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete.

Our existing indebtedness bears interest at floating rates and as a result, our interest payment obligations on our indebtedness will increase if interest rates increase. As of September 27, 2014, a portion of our outstanding floating rate debt was hedged through an interest rate swap agreement entered into in 2006. The unrealized loss associated with this swap agreement was $0.5 million as of September 27, 2014. This unrealized loss represents the estimated amount for which the swap agreement could be settled. The counterparty to the swap agreement could demand an early termination of the swap agreement if we were in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and we were unable to cure the default. If this swap agreement were to be terminated prior to the scheduled maturity date and if we were required to pay cash for the value of the swap, we would incur a loss, which would adversely affect our financial results.

Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive, and other factors beyond our control. Our business may not generate sufficient cash flows to meet these obligations or to successfully execute our business strategy. The 2012 Credit Agreement includes certain financial covenants, and our failure to comply with these covenants could result in an event of default under the 2012 Credit Agreement, the swap agreement, and our other credit facilities, and would have significant negative consequences for our current operations and our future ability to fund our operations and grow our business. If we were unable to service our debt and fund our business, we could be forced to reduce or delay capital expenditures or research and development expenditures, seek additional financing or equity capital, restructure or refinance our debt, curtail or eliminate our cash dividend to stockholders, or sell assets.

Restrictions in our 2012 Credit Agreement may limit our activities.

Our 2012 Credit Agreement contains, and future debt instruments to which we may become subject may contain, restrictive covenants that limit our ability to engage in activities that could otherwise benefit us, including restrictions on our ability and the ability of our subsidiaries to:

– incur additional indebtedness,
– pay dividends on, redeem, or repurchase our capital stock,
– make investments,
– create liens,
– sell assets,
– enter into transactions with affiliates, and
– consolidate, merge, or transfer all or substantially all of our assets and the assets of our subsidiaries.

We are also required to meet specified financial covenants under the terms of our 2012 Credit Agreement. Our ability to comply with these financial restrictions and covenants is dependent on our future performance, which is subject to prevailing economic conditions and other factors, including factors that are beyond our control such as currency exchange rates, interest rates, changes in technology, and changes in the level of competition. Our failure to comply with any of these restrictions or covenants may result in an event of default under our 2012 Credit Agreement and other loan obligations, which could permit acceleration of the debt under those instruments and require us to repay the debt before its scheduled due date. If an event of default were to occur, we might not have sufficient funds available to make the payments required under our indebtedness. If we are unable to repay amounts owed under our debt agreements, those lenders may be entitled to foreclose on and sell the collateral that secures our borrowings under the agreements.

Furthermore, our 2012 Credit Agreement requires that any amounts borrowed under the facility be repaid by the maturity date in 2018. If we are unable to roll over the amounts borrowed into a new credit facility and we do not have sufficient cash in the United States to repay our borrowings, we may need to repatriate cash from our overseas operations to fund the repayment and we would be required to pay taxes on the repatriated amounts. Such repatriation would have an adverse effect on our effective tax rate and cash flows.

Our future success is substantially dependent on the continued service of our senior management and other key employees.

Our future success is substantially dependent on the continued service of our senior management and other key employees. The loss of the services of our senior management or other key employees could make it more difficult to successfully operate our business and achieve our business goals. We also may be unable to retain existing management, product development, sales, operational and other support personnel that are critical to our success, which could result in harm to key customer relationships, loss of key information, expertise or know-how and unanticipated recruitment and training costs.

We have not independently verified the results of third-party research or confirmed assumptions or judgments on which they may be based, and the forecasted and other forward-looking information contained therein is subject to inherent uncertainties.

We refer in this report and other documents that we file with the SEC to historical, forecasted and other forward-looking information published by sources such as Resource Information Systems Inc., Forest Economic Advisors, and the U.S. Census Bureau that we believe to be reliable. However, we have not independently verified this information, and with respect to the forecasted and forward-looking information, have not independently confirmed the assumptions and judgments upon which such information is based. Forecasted and other forward-looking information is necessarily based on assumptions regarding future occurrences, events, conditions and circumstances and subjective judgments relating to various matters, and is subject to inherent uncertainties. Actual results may differ materially from the results expressed or implied by, or based upon, such forecasted and forward-looking information.

Our inability to protect our intellectual property or defend ourselves against the intellectual property claims of others could have a material adverse effect on our business. In addition, litigation to enforce our intellectual property and contractual rights or defend ourselves could result in significant litigation or licensing expense.

We seek patent and trade secret protection for significant new technologies, products, and processes because of the length of time and expense associated with bringing new products through the development process and into the marketplace. We own numerous U.S. and foreign patents, and we intend to file additional applications, as appropriate, for patents covering our products. Patents may not be issued for any pending or future patent applications owned by or licensed to us, and the claims allowed under any issued patents may not be sufficiently broad to protect our technology. Any issued patents owned by or licensed to us may be challenged, invalidated, or circumvented, and the rights under these patents may not provide us with competitive advantages. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture increased market share. In addition, as our patents expire, we rely on trade secrets and proprietary know-how to protect our products. We cannot be sure the steps we have taken, or will take in the future, will be adequate to deter misappropriation of our proprietary information and intellectual property. Of particular concern are developing countries, such as China, where the laws, courts, and administrative agencies may not protect our intellectual property rights as fully as in the United States or Europe.

We seek to protect trade secrets and proprietary know-how, in part, through confidentiality and noncompetition agreements with our collaborators, employees, and consultants. These agreements may be breached, we may not have adequate remedies for any breach, and our trade secrets may otherwise become known or be independently developed by our competitors, or our competitors may otherwise gain access to our intellectual property.

We could incur substantial costs to defend ourselves in suits brought against us, including for alleged infringement of third party rights, or in suits in which we may assert our intellectual property or contractual rights against others. An unfavorable outcome of any such litigation could have a material adverse effect on our business and results of operations.

Failure of our information systems or breaches of data security could impact our business.

We operate a geographically dispersed business and rely on the electronic storage and transmission of proprietary and confidential information, including technical and financial information, among our operations, customers and suppliers. In addition, for some of our operations, we rely on information systems controlled by third parties. As part of our ongoing effort to upgrade our current information systems, we are implementing new enterprise resource planning software to manage certain of our business operations. As we implement and add functionality, problems could arise that we have not foreseen. System failures, network disruptions and breaches of data security could limit our ability to conduct business as usual, including our ability to communicate and transact business with our customers and suppliers; result in the loss or misuse of this information, the loss of business or customers, or damage to our brand or reputation; or interrupt or delay reporting our financial results. Such system failures or unauthorized access could be caused by external theft or attack, misconduct by our employees, suppliers, or competitors, or natural disasters. In addition, the cost and operational consequences of implementing further data protection measures could be significant.

Our share price fluctuates and experiences price and volume volatility.

Stock markets in general and our common stock in particular experienced significant price and volume volatility during the 2008 to 2009 economic recession and in the second half of 2011, and may experience significant price and volume volatility from time to time in the future. The market price and trading volume of our common stock may continue to be subject to significant fluctuations due not only to general stock market conditions but also to a change in sentiment in the market regarding our operations, business prospects, or future funding. Given the nature of the markets in which we participate and the volatility of orders, we may not be able to reliably predict future revenues and profitability, and unexpected changes may cause us to adjust our operations. A large proportion of our costs are fixed, due in part to our significant selling, research and development, and manufacturing costs. Thus, small declines in revenues could disproportionately affect our operating results. Other factors that could affect our share price and quarterly operating results include:

- failure of our products to pass contractually agreed upon acceptance tests, which would delay or prohibit recognition of revenues under applicable accounting guidelines,
- changes in the assumptions used for revenue recognized under the percentage-of-completion method of accounting,
- fluctuations in revenues due to customer-initiated delays in product shipments,
- failure of a customer, particularly in Asia, to comply with an order's contractual obligations or inability of a customer to provide financial assurances of performance,
- adverse changes in demand for and market acceptance of our products,
- competitive pressures resulting in lower sales prices for our products,
- adverse changes in the process industries we serve,
- delays or problems in our introduction of new products,
- delays or problems in the manufacture of our products,
- our competitors' announcements of new products, services, or technological innovations,
- contractual liabilities incurred by us related to guarantees of our product performance,
- increased costs of raw materials or supplies, including the cost of energy,
- changes in the timing of product orders,
- changes in the estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, or expenses,
- the impact of acquisition accounting, including the treatment of acquisition and restructuring costs as period costs,
- fluctuations in our effective tax rate,
- the operating and share price performance of companies that investors consider to be comparable to us, and
- changes in global financial markets and global economies and general market conditions.

Anti-takeover provisions in our charter documents and under Delaware law could prevent or delay transactions that our shareholders may favor.

Provisions of our charter and bylaws may discourage, delay, or prevent a merger or acquisition that our shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares. For example, these provisions:

- authorize the issuance of "blank check" preferred stock without any need for action by shareholders,
- provide for a classified board of directors with staggered three-year terms,
- require supermajority shareholder voting to effect various amendments to our charter and bylaws,
- eliminate the ability of our shareholders to call special meetings of shareholders,
- prohibit shareholder action by written consent, and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted on by shareholders at shareholder meetings.

Prior to July 2011, we had a shareholder rights plan, which may have had anti-takeover effects under certain circumstances. This shareholder rights plan expired by its terms in July 2011 and was not renewed by our board of directors. However, our board of directors could adopt a new shareholder rights plan in the future that could have anti-takeover effects and might discourage, delay, or prevent a merger or acquisition that our board of directors does not believe is in our best interests and those of our shareholders, including transactions in which shareholders might otherwise receive a premium for their shares.

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

The following table provides information about purchases by us of our common stock during the third quarter of 2014:

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased (1) (2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans (1) (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans
6/29/14 – 7/31/14	—	—	—	$ 26,863,175
8/1/14 – 8/31/14	50,000	$ 38.18	50,000	$ 24,954,172
9/1/14 – 9/27/14	—	$ —	—	$ 24,954,172
Total:	50,000	$ 38.18	50,000	

(1) On November 4, 2013, we announced that our board of directors approved the repurchase by us of up to $20 million of our equity securities during the period from November 8, 2013 to November 8, 2014. Repurchases may be made in public or private transactions, including under Securities Exchange Act Rule 10b-5-1 trading plans. In the third quarter of 2014, we repurchased 50,000 shares of our common stock for $1.9 million under this authorization.

(2) On July 28, 2014, we announced that our board of directors approved the repurchase by us of up to an additional $20 million of our equity securities during the period from July 28, 2014 to July 28, 2015. No purchases have been made under this authorization.

Item 6 – Exhibits

See Exhibit Index on the page immediately preceding the exhibits.

KADANT INC.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized as of the 5th day of November, 2014.

KADANT INC.

/s/ Thomas M. O'Brien

Thomas M. O'Brien
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

KADANT INC.

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1*	Executive Transition Agreement between the Registrant and Thomas M. O'Brien as of September 15, 2014.
10.2*	Notice dated September 15, 2014 of the termination of the Amended and Restated Executive Retention Agreement dated December 8, 2008 between the Registrant and Thomas M. O’Brien.
10.3*	Notice dated September 15, 2014 of the amendment to the restricted stock unit award agreements granted by the Registrant to Thomas M. O’Brien.
10.4*	Notice dated September 15, 2014 of the amendment to the stock option agreements granted by the Registrant to Thomas M. O’Brien.
31.1	Certification of the Principal Executive Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of the Principal Financial Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32	Certification of the Chief Executive Officer and the Chief Financial Officer of the Registrant Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Calculation Linkbase Document.**
101.LAB	XBRL Taxonomy Label Linkbase Document.**
101.PRE	XBRL Taxonomy Presentation Linkbase Document.**
101.DEF	XBRL Taxonomy Definition Linkbase Document.**

*Management contract or compensatory plan or arrangement.
** Submitted electronically herewith.

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheet at September 27, 2014 and December 28, 2013, (ii) Condensed Consolidated Statement of Income for the three months and nine months ended September 27, 2014 and September 28, 2013, (iii) Condensed Consolidated Statement of Comprehensive Income for the three and nine months ended September 27, 2014 and September 28, 2013, (iv) Condensed Consolidated Statement of Cash Flows for the nine months ended September 27, 2014 and September 28, 2013, (v) Condensed Consolidated Statement of Stockholders' Equity for the nine months ended September 27, 2014 and September 28, 2013, and (vi) Notes to Condensed Consolidated Financial Statements.

Exhibit 10.1

EXECUTIVE TRANSITION AGREEMENT

THIS EXECUTIVE TRANSITION AGREEMENT (this "***Agreement***") by and between KADANT INC., a Delaware corporation (the "***Company***"), and Thomas M. O'Brien (the "***Executive***") is made as of September 15, 2014.

WHEREAS, the Company and the Executive desire to provide for an orderly transition to the Executive's successor as Chief Financial Officer ("***CFO***"), to provide an incentive for the Executive to stay an employee through the transition period and to obtain certain assurances and cooperation of the Executive post-employment; and

WHEREAS, in connection with the foregoing, the Company and the Executive wish to set forth the terms of such transition in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Employment.

1.1 Except as hereinafter otherwise provided, the Company shall employ the Executive on a full-time basis as an Executive Vice President of the Company through June 30, 2015, at which date his employment will end unless it is sooner terminated as provided herein (such date when employment ends shall be referred to as the "***Separation Date***")). In addition during his employment, the Executive shall hold the title of CFO of the Company through a date to be determined by the Chief Executive Officer of the Company ("***CEO***") in his sole discretion by written notice to the Executive, which date shall be no later than June 30, 2015 (the "***CFO Transition Date***").

1.2 In addition to carrying out the regular duties of his positions, the Executive shall work under the direction of and on such matters as may be reasonably assigned to him by the CEO. Such duties may include, but shall not be limited to, the advancement of the business and interests of the Company, providing for an orderly transition of the financial reporting and financial operations of the Company to a successor CFO, consulting with the CEO or successor CFO as requested on financial matters related to the Company, meeting with investor groups and the Company's investors as requested by the CEO, and undertaking special assignments agreed to between the Executive and the CEO.

1.3 The Executive agrees that, during his employment, he shall, to the best of his ability, perform his duties, and shall not engage in any business, profession or occupation which would conflict with the rendering of the agreed upon services, either directly or indirectly, without the prior approval of the CEO. Nothing in this Section 1.3 shall prevent the Executive from serving on the boards of director or other advisory bodies, and no approval is required for such service after the CFO Transition Date, provided that the Executive complies with Section 3 of this Agreement.

2. Compensation. During the period of his employment by the Company under this Agreement and for the covenants and obligations of the Executive contained herein, the Executive shall be compensated as follows:

2.1 Except as provided in Section 2.6, (a) during the period commencing on the date of this Agreement and through January 3, 2015, the Executive shall continue to be paid a base salary at his current annual rate of $343,000 and (b) during the period commencing on the January 4, 2015 through the Separation Date, the Executive shall be paid a base salary at an annual rate at least equal to his current annual rate of $343,000, as increased by the Compensation Committee of the Board of Directors ("***Compensation Committee***") in its sole discretion in accordance with its regular executive compensation review conducted in March 2015. (The base salary determined under this Section 2.1 shall be referred to hereafter at the "***Base Salary***.")

2.2 The Executive shall be eligible to participate in the Company's Cash Incentive Plan and the actual bonus earned shall be determined and calculated in accordance with the compensation practices of the Company determined as follows:

(a) for the fiscal year ending January 3, 2015 (such period referred to as the "2014 Fiscal Year"), based on his current target or reference bonus of $232,000; and

(b) for the fiscal year ending January 2, 2016 (such period referred to as the "2015 Fiscal Year"), based on a target or reference bonus at least equal to his current target or reference bonus of $232,000, as increased by the Compensation Committee in its sole discretion in accordance with its regular executive compensation review conducted in March 2015, with the bonus for the 2015 Fiscal Year prorated through the Separation Date (and not payable if the Executive ceases to be employed before June 30, 2015 other than on a termination that satisfies Section 4.5 below).

Any bonus payable to the Executive under the Cash Incentive Plan shall be determined and paid in accordance with the terms of the Cash Incentive Plan in the same manner and at the same time as other executive officers of the Company, but in no event later than March 15 of the fiscal year following the fiscal year for which the bonus is payable.

2.3 The Compensation Committee has approved revisions to the Executive's outstanding restricted stock unit awards to provide that any amounts that would otherwise vest after March 10, 2015 (if employment continued) shall be fully vested and result in a distribution of the shares of Company common stock underlying such restricted stock unit awards on March 10, 2016 (the "***Distribution Date***") provided that the Executive has remained an employee of the Company until June 30, 2015 or his termination otherwise satisfies Section 4.1(e) below. The Compensation Committee has approved revisions to the Executive's outstanding stock options to provide that any amounts that have not previously vested prior to the Separation Date shall vest in full on the Separation Date, provided that the Executive has remained an employee of the Company until June 30, 2015 or his termination otherwise satisfies Section 4.1(e) below (subject in either case to the release conditions herein). For the avoidance of doubt, the termination of the Executive's employment with the Company on the Separation Date qualifies as a "retirement" under his stock option award agreements, which status provides that the optionee may exercise vested stock options for up to two years after such retirement event. For other purposes, the Executive's restricted stock unit awards shall continue to be governed by the terms of the applicable plans and agreements through the Distribution Date, and his stock options will continue to be governed by the terms of the applicable plans and agreements while the options remain outstanding. In addition, the Executive acknowledges and agrees that, in the event that the Compensation Committee grants restricted stock unit awards to executive officers in March 2015, any such award granted to the Executive shall be equal in value to 1/3 the comparable value of restricted stock unit awards as determined in accordance with the past practice of the Compensation Committee for the position of CFO of the Company. Any such restricted stock unit awards granted in March 2015 shall be time-based and the underlying shares shall be distributable on the Distribution Date.

2.4 The Executive shall be reimbursed for any and all monies expended by him in connection with his employment for reasonable and necessary expenses on behalf of the Company in accordance with the policies of the Company then in effect.

2.5 The Executive shall (a) be eligible to participate in the Company's executive and employee benefit plans and arrangements that are offered to executive officers and employees of the Company (including, without limitation, retirement, supplemental executive retirement plan ("***SERP***"), medical insurance, dental insurance, life insurance and disability benefits), to the extent he remains eligible to do so under the terms of such plans and to the extent that the Company continues such plans for its executive officers and employees, (b) continue to accrue vacation through the Separation Date (which shall accrue in accordance with the Company's vacation policy), and (c) continue to receive the same perquisites that are generally provided to other executive officers of the Company, subject to the provisions of this Agreement.

2.6 If, because of adverse business conditions or for other reasons, the Company at any time puts into effect salary reductions applicable to all executive officers of the Company generally, the salary payments required to be made under this Agreement to the Executive during any period in which such general reduction is in effect may be reduced by the same percentage as is applicable to all executive officers of the Company generally. Any benefits made available to the Executive which are related to Base Salary shall also be reduced in accordance with any salary reduction.

2.7 Through the Assistance and Compliance Period (as defined below), the Executive shall comply with all of the Company's policies and procedures in effect at such time in connection with the maintenance of the Company's property. He shall return his company car no later than the Separation Date but may retain his laptop and other personal computing devices and files and other documents for the remainder of the Assistance and Compliance Period.

2.8 The Executive acknowledges that he has received notice from the Company that his Amended and Restated Executive Retention Agreement, dated as of December 9, 2008 (the "***Executive Retention Agreement***") will not be renewed and agrees that it will cease to be applicable to him as of the close of business on December 31, 2014.

3. Restrictive Covenants.

3.1 During the period of the Executive's employment with the Company and for a period of two years following the Separation Date, the Executive shall not, directly or indirectly, own, manage, control, operate, be employed by, participate in or be connected with the ownership, management, operation or control of any business which competes with the Company or any of its affiliated companies; provided, however, that the foregoing shall not apply to ownership of less than 5% of the outstanding stock of a publicly held corporation, which ownership is disclosed to the CEO, nor shall it apply to any other relationship which is disclosed to and approved by the CEO.

3.2 During the period of the Executive's employment with the Company and for a period of two years following the Separation Date, the Executive shall not, either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers or business partners of the Company that were contacted, solicited or served by the Company during the 12-month period prior to the Separation Date.

3.3 During the period of the Executive's employment with the Company and for a period of two years following the Separation Date, the Executive shall not, either alone or in association with others, (a) solicit, induce or attempt to induce any employee of the Company to terminate his or her employment with the Company or (b) hire, recruit or attempt to hire any person who was employed by the Company at any time during the term of the Executive's employment with the Company, provided that this clause (b) shall not apply to the recruitment or hiring of any individual whose employment with the Company has been terminated for a period of six months or longer.

3.4 During the period of the Executive's employment with the Company and thereafter, the Executive shall not, without the written consent of the Company, utilize or disclose to others any proprietary or confidential information of any type or description, which terminology shall be construed to mean any information developed or identified by the Company that is intended to give it an advantage over its competitors or that could give a competitor an advantage if obtained by it, unless and until such confidential information has become public knowledge through no fault of the Executive. Such information includes, but is not limited to, product or process design, specifications, manufacturing methods, financial or statistical information about the Company, marketing or sales information about the Company, sources of supply, lists of customers and the Company's plans, strategies and contemplated actions. The Executive shall not disclose any proprietary or confidential information to others outside the Company or use the same for any unauthorized purposes without written approval by an executive officer of the Company, either during or at any time after employment, unless and until such proprietary or confidential information has become public knowledge without fault by the Executive.

3.5 During the period of the Executive's employment by the Company and for a period of two years following the Separation Date, the Executive shall not in any way whatsoever aid or assist any party seeking to cause, initiate or effect a Change in Control of the Company without the prior approval of the Board of Directors.

4. Termination.

4.1 Except for the covenants set forth in Section 3, which covenants shall remain in effect for the periods stated therein, and subject to the satisfaction of the provisions of this Agreement that require payments or the provision of benefits after the termination of this Agreement, this Agreement and his employment shall terminate on the earliest of the following events:

(a) on the effective date set forth in any resignation submitted by the Executive and accepted by the Company, or if no effective date is agreed upon, the date of receipt of such letter;

(b) upon the death of the Executive;

(c) at the election of the Company, upon the Disability of the Executive. For purposes of this Agreement, "***Disability***" shall mean the Executive's absence from the performance of the Executive's duties with the Company for 180 consecutive calendar days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative;

(d) upon the termination of the Executive by the Company for Cause. For purposes of this Agreement, "***Cause***" shall mean the Executive's failure to substantially perform his obligations under this Agreement, or the Executive's willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company, provided that no act or failure to act by the Executive shall be considered "willful" unless it is done, or omitted to be done, in bad faith and without reasonable belief that the Executive's action or omission was in the best interests of the Company; or

(e) on June 30, 2015, provided the Executive has remained an employee through such date, or upon other termination of the Executive by the Company without Cause on or after January 1, 2015 and before June 30, 2015.

4.2 Except as otherwise expressly provided herein, upon the termination of this Agreement, all of the Company's obligations under this Agreement (except for obligations that by their terms require payment after the termination of this Agreement), including, without limitation, making payments to the Executive, shall immediately cease and terminate.

4.3 Notwithstanding the foregoing, in the event of the termination of this Agreement pursuant to Section 4.1(a) or (d), the Company shall pay to the Executive, in a lump sum in cash within 30 days after the Separation Date, an amount equal to the sum of (a) the Executive's previously unpaid Base Salary through the Separation Date, (b) the Executive's annual bonus payable (including any bonus or portion thereof which has been earned but deferred) to the Executive for the most recently completed fiscal year (if such bonus has not yet been paid); provided that, notwithstanding the foregoing, such annual bonus need not be paid within the 30-day period as long as such annual bonus is paid at the same time as to other executive officers of the Company and not later than March 15 of the fiscal year following the fiscal year for which the bonus is payable, and (c) the amount of any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) (but not to the extent that payment on such timing would be an impermissible acceleration under Section 409A, as defined below) and any accrued vacation pay, in each case to the extent not previously paid (the sum of the amounts described in clauses (a), (b) and (c) shall be hereinafter referred to as the "***Accrued Obligations***").

4.4 Notwithstanding the foregoing, in the event of the termination of this Agreement pursuant to Section 4.1(b) or (c), the Company shall (a) pay to the Executive (or the Executive's estate, if applicable), in a lump sum in cash within 30 days after the Separation Date (or such other date as is required by applicable law, including Section 409A), the Accrued Obligations and (b) pay to the Executive (or the Executive's estate, if applicable), in a lump sum in cash within 30 days after the Separation Date, an amount equal to the product of (i) the Executive's target or reference bonus for the fiscal year in which this Agreement is terminated and (ii) a fraction, the numerator of which is the number of days in the current fiscal year through the Separation Date, and the denominator of which is 365 (the "***Pro-Rated Bonus***").

4.5 The terms of this Section 4.5 are intended to provide an incentive in the form of a stay bonus and related benefits for the Executive to remain employed until June 30, 2015 or upon the earlier termination by the Company under Section 4.1(e) and to provide post-employment assistance as provided in Section 6 with respect to the transitioning of his responsibilities. Continued payments are further conditioned on the Executive's compliance with Sections 3 and 6. Notwithstanding Section 4.2, in the event of the termination of this Agreement pursuant to Section 4.1(e) on or after January 1, 2015 and, except as to clause (a) below, contingent upon the effectiveness of the Release (as defined below), the Company shall:

(a) pay to the Executive, in a lump sum in cash within 30 days after the Separation Date (or as is required by applicable law, including Section 409A), the Accrued Obligations, which payments shall be the only elements due to the Executive under this Section 4.5 if his employment ends before January 1, 2015;

(b) in the event the Separation Date is before June 30, 2015, pay to the Executive a sum equal to (i) the Base Salary that the Executive would have received pursuant to this Agreement had the Executive remained an employee from the Separation Date through June 30, 2015; (ii) the maximum 401(k) plan matching contribution payable by the Company prorated for the period from the Separation Date through June 30, 2015 (to the extent not otherwise paid or provided); (iii) the present value of the incremental benefit (as determined by the Company's plan actuaries) to the Executive under the Company's defined benefit plan and SERP, in each case that the Executive would have received under such plans had the Executive continued to be a participant in such plans for the period from the Separation Date through June 30, 2015; and (iv) an amount equal to the executive perquisites payable or provided to the Executive (to the extent not otherwise paid or provided) prorated for the period from the Separation Date through June 30, 2015, including but not limited to the executive car allowance, medical reimbursement program or other benefits being provided to the Executive as of the Separation Date; provided that such sum shall be paid in equal monthly installments from the Separation Date through June 30, 2015 in accordance with the Company's normal payroll processing (payments will be suspended upon the Separation Date until the first payroll beginning after the irrevocability of the Release (or such later date as required by the last paragraph of this Section 4.5), with any suspended payments added to the first payroll;

(c) pay to the Executive a monthly cash payment of $40,000 for nine months beginning July 2015 to be paid on the first payroll of each month in accordance with the Company's normal payroll processing;

(d) pay to the Executive the Executive's actual bonus for the 2015 Fiscal Year, paid as in the last sentence of Section 2.2 but without proration (but net of any amount paid under Section 2.2);

(e) provided he timely elects and remains eligible for benefits continuation pursuant to the federal "COBRA" laws, payment by the Company of COBRA premiums for dual family coverage under the group health and dental insurance coverage (less his portion of the premiums he would have paid as an active employee, which shall be deducted from the sum payable under Section 4.5(c)) for a period from the Separation Date to June 30, 2016 (with any later COBRA coverage being at his expense), provided that any such payments and related coverage shall be discontinued in the event that he ceases to be eligible for or to elect such COBRA coverage during such period. Such payments by the Company (but not eligible coverage at the Executive's expense) will cease if future regulations or legislation causes the Company to conclude such payments are reasonably likely to result in any tax liability to the Company; provided that the Company will reimburse the Executive for his own payments under this sentence (less the portion he would have paid as an active employee) if the Company cannot pay them directly and if permitted under applicable law without tax liability to the Company. The Executive must repay promptly to the Company any premiums paid under this subsection if he does not comply with the final paragraph of this Section 4.5 within the time period specified and no premiums will be paid after the deadline for such compliance if he has not so complied;

(f) cause each of the Executive's outstanding restricted stock unit awards that would have vested on or after March 10, 2015 to vest on the Separation Date and be distributed on the dates provided in such awards as amended by

Section 2.3 of this Agreement (and with respect to performance-based restricted stock units, if the Separation Date occurs prior to the measurement date for such awards, the Executive agrees that such performance-based restricted stock units awards will be measured and adjusted to the same extent as if the Executive had remained an employee of the Company through the measurement date to determine the number of shares deliverable on the Distribution Date), provided that no shares will be issued under such restricted stock unit awards that would have vested on or after March 10, 2015 pursuant to this subsection unless the Executive complies with the final paragraph of this Section 4.5 within the time period specified and such restricted stock unit awards shall immediately expire if the Executive does not comply with the final paragraph of this Section 4.5 within the time period specified; and

(g) cause each of the Executive's outstanding stock option awards to become immediately vested on the Separation Date to the extent that such stock option awards have not previously vested. The Executive agrees not to and is not permitted to exercise any incrementally vested stock option shares unless and until the Release referred to in the final paragraph of this Section 4.5 becomes irrevocable and such incrementally vested portions shall immediately expire if the Executive does not comply with the final paragraph of this Section 4.5 within the time period specified.

The provision to the Executive of the benefits provided by clauses (b) through (g) of this Section 4.5 shall be contingent upon the execution by the Executive of a release (the "***Release***") in a reasonable form provided by the Company (within five business days following the Separation Date) and the Release's becoming irrevocable no later than 60 days (or such shorter period as the Company specifies) after the Separation Date, and the Executive must repay promptly to the Company any payments made pursuant to clauses (b) through (g) if he does not comply with the final paragraph of this Section 4.5 within the time period specified. Payments contingent on the Release shall be paid no earlier than the first business day of the calendar year following the year of termination of employment if the 60 day period ends in such subsequent year.

5. Mitigation. The Executive shall not be required to mitigate the amount of any payment or benefits provided for by this Agreement by seeking other employment or otherwise. Further the amount of any payment or benefits provided for in this Agreement shall not be reduced by any compensation earned by the Executive as a result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company or otherwise.

6. Post-Employment Assistance; Cooperation. On and after the Separation Date, the Executive agrees to cooperate with the Company in providing reasonable assistance as requested by the Company with respect to the transitioning of his work, and that he will be available to the Company for these purposes or any other purposes reasonably requested by the Company through June 30, 2016 (the "***Assistance and Compliance Period***"). This assistance (the "***Post-Employment Assistance***") is expected to include availability to answer questions regarding the operation of the Company and, if necessary, to attend meetings. The time commitment for this purpose will be limited to less than 20% of the average level of bona fide services the Executive performed over the 36 months preceding the Separation Date, with no extra compensation. The Company shall, to the extent practicable, provide the Executive with advance (via email and/or phone) notice of any assistance it requires from him during the Assistance and Compliance Period and shall endeavor to reasonably accommodate his personal and potential new employment schedule in requesting such assistance. In addition, if practical, the Executive may offer his assistance during non-business hours (evenings and weekends) and doing so would not be a violation of this Section 6.

In addition, the Executive agrees to cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions in existence when his employment ends or that may be brought in the future against or on behalf of the Company by any third party against the Company or by the Company against any third party. The Executive also agrees that his full cooperation in connection with such claims or actions will include being available to meet with the Company's counsel to prepare for discovery, any mediation, arbitration, trial, administrative hearing or other proceeding, and to act as a witness when requested by the Company at reasonable times and locations designated by the Company. Moreover, unless otherwise prohibited by law, the Executive agrees to notify the General Counsel of the Company at One Technology Park Drive, Westford, Massachusetts 01886, if he is asked by any person, entity or agency to assist, testify or provide information in any such proceeding or investigation. Such notice shall be in writing and sent by overnight mail to the General Counsel within two business days of the time the Executive receives the request for assistance, testimony or information. If the Executive is not legally permitted to provide such notice, the Executive agrees that he will request that the person, entity or agency seeking assistance, testimony or information provide notice consistent with this Section 6.

7. Payments Subject to Section 409A. Subject to the provisions in this Section 6, any severance payments or benefits under this Agreement shall begin only upon the date of the Executive's "***separation from service***" (determined as set forth below) which occurs on or after the date of termination of the Executive's employment. The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to the Executive under this Agreement:

7.1 It is intended that each installment of the severance payments and benefits provided under this Agreement shall be treated as a separate "payment" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the guidance issued thereunder ("***Section 409A***"). Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

7.2 If, as of the date of Executive's "separation from service" from the Company, the Executive is not a "***specified employee***" (within the meaning of Section 409A), then each installment of the severance payments and benefits shall be made on the dates and terms set forth in this Agreement.

7.3 If, as of the date of the Executive's "separation from service" from the Company, the Executive is a "specified employee" (within the meaning of Section 409A), then:

(a) Each installment of the severance payments and benefits due under this Agreement that, in accordance with the dates and terms set forth herein, will in all circumstances, regardless of when the separation from service occurs, be paid within the Short-Term Deferral Period (as hereinafter defined) shall be treated as a short-term deferral within the meaning of Treasury Regulation §1.409A-1(b)(4) to the maximum extent permissible under Section 409A. For purposes of this Agreement, the "***Short-Term Deferral Period***" means the period ending on the later of the fifteenth day of the third month following the end of the Executive's tax year in which the separation from service occurs and the fifteenth day of the third month following the end of the Company's tax year in which the separation from service occurs; and

(b) Each installment of the severance payments and benefits due under this Agreement that is not described in Section 7.3(a) and that would, absent this Section 7.3(b), be paid within the six-month period following the Executive's "separation from service" from the Company shall not be paid until the date that is six months and one day after such separation from service (or, if earlier, the Executive's death), with any such installments that are required to be delayed being accumulated during the six-month period and paid in a lump sum on the date that is six months and one day following the Executive's separation from service and any subsequent installments, if any, being paid in accordance with the dates and terms set forth herein; provided, however, that the preceding provisions of this sentence shall not apply to any installment of severance payments and benefits if and to the maximum extent that such installment is deemed to be paid under a separation pay plan that does not provide for a deferral of compensation by reason of the application of Treasury Regulation §1.409A-1(b)(9)(iii) (relating to separation pay upon an involuntary separation from service). Any installments that qualify for the exception under Treasury Regulation §1.409A-1(b)(9)(iii) must be paid no later than the last day of the Executive's second taxable year following the taxable year in which the separation from service occurs.

7.4 The determination of whether and when the Executive's separation from service from the Company has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, Treasury Regulation §1.409A-1(h). Solely for purposes of this Section 7.4, the "***Company***" shall include all persons with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code.

7.5 All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirements that (a) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement), (b) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (c) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (d) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

7.6 This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A and do not satisfy an exemption from, or the conditions of, Section 409A.

8. Disputes.

8.1 Settlement of Disputes; Arbitration. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board of Directors of the Company and shall be in writing. Any denial by the Board of Directors of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board of Directors shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

8.2 Expenses. Except with respect to any claim or contest regarding the validity or enforceability of, or liability under, Section 3, the Company agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which the Executive may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by the Company, the Executive or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code.

9. Successors.

9.1 Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, the "***Company***" shall mean the Company as defined above and any successor to its business or assets as aforesaid which assumes and agrees to perform this Agreement, by operation of law or otherwise.

9.2 Successor to Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to the Executive or the Executive's family hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate. Neither the Executive nor, in the event of his death, the executors, personal representatives or administrators of the Executive's estate, shall have the power to transfer, assign, mortgage or otherwise encumber in advance any of the payments provided for in this Agreement, nor shall any payments nor assets or funds of the Company be subject to seizure for the payment of any debts, judgments, liabilities, bankruptcy or other actions.

10. Notice. All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (a) by registered or certified mail, return receipt requested, postage prepaid, or (b) prepaid via a reputable nationwide overnight courier service, in each case addressed to the Company, Attention: CEO, at One Technology Park Drive, Westford, Massachusetts 01886 and to the Executive at the Executive's principal residence as currently reflected on the Company's records (or to such other address as either the Company or the Executive may have furnished to the other in writing in accordance herewith). Any such notice, instruction or communication shall be deemed to have been delivered five business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service. Either party may give any notice, instruction or other communication hereunder using any other means, but no such notice, instruction or other communication shall be deemed to have been duly delivered unless and until it actually is received by the party for whom it is intended.

11. Miscellaneous.

11.1 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.2 Injunctive Relief. The Company and the Executive agree that any breach of this Agreement by the Company or the Executive is likely to cause the other party substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the Company or the Executive, as applicable, shall have the right to specific performance and injunctive relief.

11.3 Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles.

11.4 Waivers. No waiver by the Company or the Executive at any time of any breach of, or compliance with, any provision of this Agreement to be performed by the other party shall be deemed a waiver of that or any other provision at any subsequent time.

11.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

11.6 Tax Withholding. Any payments provided for hereunder shall be paid net of any applicable tax withholding required under federal, state or local law.

11.7 Entire Agreement. Except with respect to the Executive Retention Agreement, which shall remain in full force and effect through December 31, 2014, and any non-disclosure or invention assignment agreement entered into between the Company and the Executive and the Executive's equity compensation awards (as amended herein) and their related plans, this Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of the subject matter contained herein, and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled.

11.8 Amendments. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Executive.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

KADANT INC.

By: /s/ Jonathan W. Painter
Jonathan W. Painter
President and Chief Executive Officer

EXECUTIVE

/s/Thomas M. O’Brien
Thomas M. O’Brien

Exhibit 10.2

[ON KADANT LETTERHEAD]

September 15, 2014

Mr. Thomas M. O'Brien
9A Clover Hill Dr.
Chelmsford, MA 01824

Re: **Notice of Termination of Executive Retention Agreement**

Dear Mr. O'Brien:

Reference is hereby made to the Amended and Restated Executive Retention Agreement dated as of December 8, 2008 by and between you, as the Executive, and Kadant Inc., as the Company (the "Executive Retention Agreement"). Capitalized terms used but not defined in this Notice shall have the meanings ascribed thereto in the Executive Retention Agreement.

Pursuant to Section 2 of the Executive Retention Agreement, the Company hereby provides notice that the Term of the Executive Retention Agreement will not be extended and shall expire on December 31, 2014. As a consequence, the Executive Retention Agreement will cease to be applicable to you as of the close of business on December 31, 2014.

Sincerely,

/s/Jonathan W. Painter

Jonathan W. Painter
President and Chief Executive Officer

Exhibit 10.3

KADANT INC.
NOTICE OF AMENDMENT TO
RESTRICTED STOCK UNIT AWARD AGREEMENTS

1. This amendment is effective as of September 15, 2014 with respect to the Restricted Stock Unit Award Agreements granted to the Recipient named below on the dates specified (the "Agreements") and has been authorized and approved by the Compensation Committee of the Board of Directors of Kadant Inc. (the "Company").

Recipient: **Thomas M. O'Brien**

Performance-based RSU Award Agreement dated: March 5, 2014

Time-based RSU Award Agreement dated: March 5, 2014

Performance-based RSU Award Agreement dated: March 6, 2013

Performance-based RSU Award Agreement dated: March 7, 2012

2. The following paragraph is added to (i) the end of Section 3(a) of the Performance-based RSU Award Agreements specified above in Section 1 and (ii) the end of Section 3 of the Time-based RSU Award Agreement specified above in Section 1:

"Reference is hereby made to the Executive Transition Agreement dated as of September 15, 2014 by and between you and the Company (the "Executive Transition Agreement"). Notwithstanding anything to the contrary in this Award Agreement, any Award Shares that would otherwise vest after March 10, 2015 (if employment continued) shall be fully vested and result in a distribution of the Award Shares on March 10, 2016 (the "Distribution Date") provided that you have remained an employee of the Company until June 30, 2015 or your termination of employment otherwise satisfies Section 4.1(e) of the Executive Transition Agreement (subject in either case to the release conditions contained in the Executive Transition Agreement)."

3. By your signature below, you acknowledge receipt of this Notice of Amendment to the Agreements and agree that this Amendment is attached and made a part of the Agreements, effective as of the 15th day of September, 2014.

RECIPIENT

/s/ Thomas M. O'Brien
Thomas M. O'Brien

Exhibit 10.4

KADANT INC.
NOTICE OF AMENDMENT TO
STOCK OPTION AGREEMENTS

1. This amendment is effective as of September 15, 2014, with respect to the Stock Option Agreements granted to the Recipient named below on the dates specified (the "Agreements") and has been authorized and approved by the Compensation Committee of the Board of Directors of Kadant Inc. (the "Company").

Recipient: **Thomas M. O'Brien**

Stock Option Agreement dated: March 6, 2013

Stock Option Agreement dated: March 7, 2012

Stock Option Agreement dated: March 9, 2011

Stock Option Agreement dated: March 3, 2010

2. The following paragraph is added to the end of Section 2 of the Agreements:

"Reference is hereby made to the Executive Transition Agreement dated as of September 15, 2014 by and between you and the Company (the "Executive Transition Agreement"). The term "Separation Date" as used in this paragraph shall have the meaning ascribed thereto in the Executive Transition Agreement. Notwithstanding anything to the contrary in this Option Agreement, all Option Shares that have not previously vested prior to the Separation Date shall vest in full on the Separation Date, provided that you have remained an employee of the Company until June 30, 2015 or your termination of employment otherwise satisfies Section 4.1(e) of the Executive Transition Agreement (subject in either case to the release conditions contained in the Executive Transition Agreement)."

3. By your signature below, you acknowledge receipt of this Notice of Amendment to the Agreements and agree that this Amendment is attached and made a part of the Agreements, effective as of the 15th day of September, 2014.

RECIPIENT

/s/Thomas M. O'Brien

Thomas M. O'Brien

Exhibit 31.1

CERTIFICATION

I, Jonathan W. Painter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended September 27, 2014 of Kadant Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2014

/s/ Jonathan W. Painter

Jonathan W. Painter
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Thomas M. O'Brien, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended September 27, 2014 of Kadant Inc.;

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

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

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

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

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

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

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

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

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

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

Date: November 5, 2014

/s/ Thomas M. O'Brien

Thomas M. O'Brien
Chief Financial Officer

Exhibit 32

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

Pursuant to 18 U.S.C. Section 1350, the undersigned, Jonathan W. Painter, Chief Executive Officer, and Thomas M. O'Brien, Chief Financial Officer, of Kadant Inc., a Delaware corporation (the "Company"), do hereby certify, to our best knowledge and belief, that:

The Quarterly Report on Form 10-Q for the period ended September 27, 2014 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in this Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 5, 2014	/s/ Jonathan W. Painter
	Jonathan W. Painter Chief Executive Officer
	/s/ Thomas M. O'Brien
	Thomas M. O'Brien Chief Financial Officer

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.