	<p>THERMOMETRICS CORPORATION 18714 PARTHENIA STREET NORTHRIDGE, CALIFORNIA 91324</p>	<p>(Form QS-03 f2-0) Purchasing Department PU-04-01</p>
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Purchase Orders-Terms & conditions			
TITLE:	OPERATING PROCEEDURE PU 04-01	ISSUE: 1 ISSUED: 09/01/2017 EFFECTIVE: 09/01/2017	
PREPARED BY:	Cindy Grable	Purchasing Manager	Date: 08/29/2019
REVIEWED / APPROVED BY:	Jorge Hernandez	General Manager	Date: 08/29/2019
MANAGEMENT REPRESENTATIVE:	Albert Tulod	Quality Manager	Date: 08/29/2019

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Printout Expiry Date: _____

ISO 9001:2015 and AS9100D:2016
Quality Management System

PROPRIETARY NOTE
This Quality Procedure is to be treated as confidential and must not be copied, reprinted or the contents divulged to a third party without the permission of Thermometrics Corporation.

Revision	Originator	Approved by	Date	Pages affected & reason for revision
0	Cindy Grable	J. Hernandez	10/28/2012	First issue of procedure (AS9100 REV D)
1	Cindy Grable	J. Hernandez	8/29/19	Page 3 Terms and Purchase...added Product Safety terms in the "Performance of Service" section.

Procedure shall be completely re-issued after 9 revisions.

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TABLE OF CONTENTS				
	TITLE	FORMS	PAGE	REV
	Cover Page		1	1
	Revisions		1	1
	Table of Contents		2	
	Purpose		3	
	Scope		3	
	Procedure		3	
1.0	General		3	
			4-5	1
	Attachment of Terms and Conditions			



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Purpose: The purpose of this procedure is to provide uniform method of notifying suppliers of Thermometrics Terms of Purchase.

Scope: This list is applicable to vendors from which Thermometrics procures supplies and or services which impact the quality of Thermometrics parts and or services.

Procedure: Ref PU-01

1.0 General

- 1.1 The purchasing agent is responsible to provide suppliers of Thermometrics Terms of Purchase.
- 1.2 Suppliers are directed to see Thermometrics Terms of Purchase by visiting our website.

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TERMS OF PURCHASE

GENERAL

These standard terms shall be part of, apply to and govern each and every agreement between Thermometrics Corporation (the "Company") and any seller ("Seller") to the Company of goods or services. If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes acceptance by the Company of an offer by Seller, such acceptance is expressly made conditional on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. Contrary or additional terms and conditions specified by Seller or any claimed amendment or supplement hereto shall have no effect without the written approval of the Company. Absent such written approval, any proposal by Seller for contrary or additional terms or conditions, or any attempt by Seller to vary in any degree any of the terms and conditions herein, is hereby objected to and rejected.

WARRANTY

Seller agrees that all goods furnished pursuant to this order will be new, will be merchantable, will be of good material and workmanship, and will be free from any defects. If seller knows or has any reason to know the particular purpose for which the Company intends to use the goods, Seller warrants that the goods will be fit for that particular purpose. Seller warrants that all goods will conform to any such statements made on the containers, labels or advertisements for such goods and that the goods will be properly contained, packaged, marked and labeled. Seller warrants that the goods will conform to the specifications, drawings, samples or other descriptions specified by the Company or, if none are so specified, to Seller's standard specifications for, and descriptions and samples of, such material. Seller warrants that all goods will be delivered free from any liens, security interests, encumbrances or claims of any nature, that Seller has good title to the same, and that transfer of title is rightful.

SHIPMENT

Times and dates herein are of the essence. C.O.D. shipments will not be accepted. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. All goods are to be suitably prepared and packed for shipment in accordance with good commercial practice so as to not affect safe delivery and freedom from damage, to secure the lowest transportation rates and to meet the carrier's requirements.

INSPECTION

All goods to be furnished hereunder shall at all times be subject to the Company's inspection, but neither inspection by the Company nor failure to inspect shall relieve Seller of any obligation hereunder. Final inspection shall be at the Company's premises unless otherwise agreed in writing. Goods rejected as not conforming to this order will be held for Seller's instruction and at Seller's risk. Seller shall have no right to payment prior to the Company's inspection and acceptance of the goods. Risk of loss and title shall remain with Seller until the Company actually receives, inspects and accepts the goods. If, in the Company's opinion, any article, material or other portion of the goods fails to conform to specifications or is otherwise defective, the Company may elect to have Seller promptly replace same at Seller's expense. No acceptance or payment by the Company shall constitute a waiver of any rights of the Company; and nothing herein shall exclude or limit any warranties or other obligations of Seller implied or provided by law. Inspection by the Company at the seller's premises shall be allowed.

PERFORMANCE OF SERVICE

Seller shall perform all work diligently, carefully and in a good and workmanlike manner, shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore, shall obtain and maintain all buildings and other permits and licenses required by public authorities in connection with the performance of the work; and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Seller shall conduct all operations in Seller's own name and as an independent contractor, and not in the name of, or as agent for, the Company. Seller shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Seller shall not be entitled to receive final payment from the Company until Seller furnishes evidence satisfactory to the Company of full payment of such indebtedness. Seller shall not permit any lien or charge to attach to the work or the premises; but, if any does so attach, Seller shall promptly procure its release. Seller shall perform all work in such manner as to cause minimum interference with the operations of the Company, and shall take all necessary precautions to protect the premises and all persons and property thereon from damage or injury. Upon completion of the work, Seller shall leave the premises clean and free of all equipment, waste materials and rubbish. Seller shall plan, implement and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product. The seller shall have proper training of personnel, in regard to hazards and risks and an understanding of safety critical items, along with proper analysis, recording and communication.

COMPLIANCE WITH LEGAL REQUIREMENTS

Seller agrees that, in performance hereunder and in every activity connected herewith, Seller will comply with all applicable requirements contained in federal, state, and local governmental statutes, rules, regulations and orders, and, when requested, will furnish to the Company satisfactory evidence of such compliance. Without limiting the foregoing, Seller warrants that all goods to be furnished hereunder are and shall be produced in compliance with the Fair Labor Standards Act of 1938, The Occupational, Safety and Health Act of 1970, and all amendments thereto.

TAXES

Unless otherwise provided herein, Seller shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on or with respect to, or measured by, the goods or work furnished hereunder or the compensation paid to persons employed in connection with performance hereunder; and Seller shall indemnify the Company against any liability or expense by reason of Seller's failure to pay the same.

PROPRIETARY INFORMATION

Seller shall consider all information furnished by the Company to be confidential and shall not disclose any such information to any person or use such information itself for any purpose other than performing this order, unless Seller has first obtained written permission from the Company to do so. This paragraph shall apply to drawings, specifications or other documents prepared by Seller for the Company in connection with this order. Seller shall not advertise or publish the fact that the Company has contracted to purchase goods or services from Seller, nor shall information relating to this order be disclosed without the Company's prior written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner at any time by Seller to the Company shall be deemed secret or confidential, and Seller shall have no rights against the company with respect thereto.

CANCELLATION

In addition to its right to claim damages, the Company reserves the right to cancel all or any part of this order (i) if Seller does not make deliveries as specified or scheduled; (ii) if Seller fails to make progress to such an extent as to endanger performance or delivery as specified or scheduled; (iii) if Seller breaches any of the terms hereof, including any of the warranties of Seller; or (iv) if Seller becomes insolvent, enters bankruptcy, receivership or any other like proceeding (voluntarily or involuntarily) or makes an assignment for the benefit or creditors.

INDEMNITY

Seller agrees that it will indemnify and hold the Company and its agents harmless from and against all claims. Lawsuits, proceedings, liabilities and expenses (including attorney's fees) resulting from or on account of: (i) any breach by Seller of any of the warranties or agreements set forth herein; (ii) any alleged or actual infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret or act of unfair competition, resulting from or arising in connection with the manufacture, use or sale of any goods or services furnished hereunder; (iii) any personal injury to or disease or death of any person or



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animal, or any damage to or loss of any property, resulting from or arising in connection with the use of the goods or services furnished hereunder or any work performed by Seller or its agents or subcontractors pursuant to this order; or (iv) any labor or material liens, fees, commissions or other compensation claimed by any third party because of any goods or services provided, performed or rendered by Seller hereunder. Seller further agrees that it will promptly pay all losses, costs, damages, obligations, judgements, and fees suffered or incurred by the Company by reason of any such claims, lawsuits, proceedings, liabilities or expenses. The Company reserves the right to compromise or settle at any time any such matters, and may be represented therein by the Company's own counsel (without relieving Seller of any obligations hereunder and with Seller being obliged to reimburse the Company for the cost of such representation).

PAYMENT SET-OFF

The Company shall not be obliged to pay for any goods immediately upon their delivery, but shall have the right to make payment in the normal course of business. The Company shall have the option to withhold payment for goods or services found upon inspection and use to be defective. Any payment made hereunder shall not prejudice any rights the Company may possess to seek redress for any defect in the goods or services or any breach of any agreement between the Company and Seller. All monies due or to become due from the Company under this order, including claims of any permitted assignees, shall be subject to deduction by the Company of any set-off or counterclaim arising out of this order or any other agreement between the Company and Seller, whether such set-off or counterclaim arises or arose before or after such assignment.

ASSIGNMENT

Neither this order nor any claim against the Company which may arise directly or indirectly out of or in connection with this order shall be assignable by Seller, nor shall Seller subcontract any obligations hereunder, without written consent thereto by the Company first having been obtained.

WAIVER

No delay or failure by the company in exercising any rights under this contract, and no partial or single exercise thereof, shall constitute a waiver of such rights or any other rights of the Company hereunder.

DAMAGES

The rights and remedies of the Company set forth in this order are not exclusive and are in addition to all other rights and remedies of the Company provided by law. The Company's liability for breach of the terms hereof shall not exceed the difference of the resale value or price of any work in progress, sold in good faith and in commercially reasonable manner, and the contract price for such materials or work in progress, less expenses and costs saved in any indirect, incidental, special or consequential damages of Seller. Seller's remedies contained herein shall be Seller's exclusive remedies in the event of any breach hereof by the Company.

GOVERNING LAW AND FORUM FOR DISPUTE RESOLUTION

Any agreement between the Company and Seller shall be deemed to be made and entered into in the State of California and shall be interpreted in accordance with the laws of that State. The Company and Seller consent to the jurisdiction of the courts in Los Angeles County, California for adjudication of any dispute relating to or arising out of this purchase or the agreement of the parties, and agree that said courts shall be exclusive forum for adjudication of any such dispute.

Suspect and Counterfeit Parts Prevention

1. Supplier shall establish and maintain controls which seek to prevent the purchase and delivery of Suspect and Counterfeit Parts to Thermometrics. Supplier shall purchase products to be delivered or incorporated as work to Thermometrics directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distributor chain. Work shall not be acquired by the supplier and furnished to Thermometrics from independent distributors or brokers unless approved in advance by Thermometrics.
2. Supplier shall immediately notify Thermometrics with the pertinent facts if the Supplier becomes aware that it has furnished Suspect or Counterfeit parts. After such notification, when requested by Thermometrics, Supplier shall provide copies of OCM/OEM documentation in its possession that authenticates traceability (up to and including other testing validation methods) of the affected items to the applicable OCM/OEM.
3. Suspect counterfeit parts and/or materials shall be immediately quarantined to prevent parts/materials from getting back into component/material supply chain until authenticity validation can be conducted.
4. In the event that the Supplier delivers items under this Contract that are determined to be counterfeit, Supplier shall, at its expense, (i) promptly replace such Counterfeit items with items conforming to the requirements of this Contract, and (ii) reimburse Thermometrics for all reasonable, direct cost incurred for the removal and replacement of Counterfeit items, including any testing costs necessitated by the removal and replacement, if any.
5. Suppliers eligible for utilization of the Government-Industry Data Exchange Program (GIDEP) shall utilize the GIDEP process to alert industry of encountered counterfeit parts. Supplier is prohibited from shipping material for which a GIDEP Alert has been issued. The supplier agrees to support Thermometrics in GIDEP compliance efforts. Also the Supplier shall not ship any suspected counterfeit parts as notified by Thermometrics of any alerts or other suspect counterfeit conditions