PURCHASE ORDER TERMS AND CONDITIONS

THERMO ELECTRIC
COTEMP SENSING

1. TERMS

These Purchase Order Terms and Conditions are the exclusive contract between Seller and Buyer (Thermo Electric Inc.); there are no terms, understandings, agreements, other than those stated herein. Upon acceptance, shipment of Products or commencement of work, Seller is bound by these Terms and Conditions, including all provisions set forth on the face of any applicable purchase order. These Terms and Conditions may not be altered, amended, nor waived except in writing signed by an officer of the party to be bound thereby. If any provisions of Seller's confirmation or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern, and the terms contained in Seller's confirmation or other writings are expressly rejected by Buyer. At the buyer's option, this purchase order shall not become effective unless and until buyer receives an order acknowledgment by the seller. Buyer purchase order number must appear on all packages, packing lists, bill of ladings, and invoices. The seller, upon receipt, shall assume responsibility for the full value of any materials furnished by buyer.

2. PRICE

Seller may not increase prices after acceptance. Seller shall provide Buyer with pricing and terms which are not less favorable than those extended to other purchasers. If Seller reduces its price, Seller shall reduce Buyer price accordingly. The price on the Order is complete and no additional surcharges or taxes may be added. Seller warrants that the Products will not be subject to United States countervailing duties.

3. PAYMENT

Unless otherwise specified in an Order or agreed in writing by the parties, payment terms are net 45 days from Buyer's receipt of Seller's invoice and invoicing may occur only after shipment. Buyer has no obligation to pay any invoice for Product received more than one year after shipment. Unless otherwise specified on the face of this Order, all prices are quoted in U.S. Dollars. Payment does not constitute acceptance of Product or relieve Seller of any obligations. Buyer may withhold funds, without interest, to assure itself of the discharge of all Seller's obligations or Buyer claims. Buyer may set off any amount owing from Seller to Buyer (or any of Buyer's affiliates and subsidiaries) against any amount payable by Buyer (or any of its affiliates and subsidiaries) to Seller.

4. SHIPMENT

Seller shall ship Product F.O.B. Delivered unless otherwise specified in an Order. Buyer's weights taken at delivery point govern. Seller shall package the Product per Buyer's specifications and in compliance with applicable laws, rules and regulations.

5. DELIVERY

Time is of the essence in this Order. If delivery of Product or rendering of services is not completed by the time provided for or established herein, Buyer may, without waiving any of its rights and remedies, terminate this Order, purchase substitute items or services elsewhere and charge Seller for any loss or damage incurred by Buyer.

No charges allowed for boxing, packing, or insurance unless agreed. Packaging must be suitable to ensure damage free delivery of goods. Material must be free of any foreign substance, unless otherwise required identified per purchase order. The buyer reserves the right to inspect, return or rework: at the seller's expense, all goods delivered which are not in compliance with buyers' specifications or seller's representation.

6. TITLE AND RISK OF LOSS

Title and risk of loss for Products transfers to Buyer when Products are offloaded on delivery, unless Products are shipped in Buyer's vehicles in which case title and risk of loss transfers to Buyer when the vehicle leaves Seller's property.

7. WARRANTY

Seller warrants that (a) the Product conforms to Seller's published specifications and all information on applicable Labels, literature and MSDSs, (b) the Products are free from design defect, merchantable, and suitable for the purpose intended by Buyer, (c) warnings provided by Seller on Labels and MSDSs accurately inform those who come into contact with the Product of the safety requirements and hazards associated with the Product, (d) Seller has free and clear title to Product delivered to Buyer, (e) it shall not violate any United States, or foreign, federal, state, national, provincial, municipal or other statute, law, regulation or ordinance, and (f) the Product does not infringe any patent, trademark, trade secret or trade name. Seller's inclusion of express warranties and representations or exclusions of warranties are not deemed to create or exclude any warranties that may be implied or expressly set forth in law or fact. Buyer's warranties are cumulative and in addition to any warranties available at law. The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or services, and shall survive inspection, acceptance and payment.

8. REMEDIES

Buyer may inspect Products prior to acceptance. Notwithstanding any inspection, Seller is responsible for any nonconformance.

Buyer may return nonconforming Product to Seller for, at Buyer's option, replacement, credit, or refund at Seller's risk and expense including but not limited to, all transportation costs (both ways) and other handling costs. Seller is liable for Buyer's incidental and consequential damages. Notwithstanding anything set forth in Seller's terms, documents, Buyer may avail itself of any remedy available at law or in equity.

9. INDEMNITY
Seller shall indemnify, defend and hold Buyer harmless from and against any claim, demand, action, penalty or liability (including defense or settlement costs and reasonable attorneys' fees) ("Claim") if the Claim is caused or alleged to be caused by (a) Seller's breach of this Agreement, (b) the negligence or willful misconduct of Seller, its employees or agents, (c) any failure to provide warnings that make the Product safe for the Product's intended uses, or (d) any Product defect existing when the Product was delivered to Buyer's specified location. Buyer shall indemnify, defend and hold Seller harmless from and against any Claim related to personal injury or property damage to third parties to the extent the Claim is caused by Buyer's sole negligence or willful misconduct. The parties' rights and remedies are cumulative and in addition to any other rights and remedies the parties have at law or equity.

10. INSURANCE
Seller shall maintain the following insurance policies with at least the listed minimum limits through an insurer having an AM Best Rating of A-7 or better: (a) commercial general liability for bodily injury/property damage, products liability/completed operations and contractual liability -- $2,000,000 per occurrence; and (b) commercial automobile liability, with an MCS-90 endorsement with limits as required by applicable federal law, covering all owned, hired and non-owned vehicles -- $2,000,000 per occurrence. If the policies have a deductible or self-insured retention, Seller assumes all policy obligations as if the policy had first-dollar coverage. The policies will waive all rights of subrogation against Buyer. Seller will add Buyer as an additional insured on the policies in (a) and (b). If a policy is a "claims made" policy, Seller shall extend the policy to cover any claims relating to this Agreement. Seller shall provide Buyer (Attn: MSDS/NAFTA Administrator, 8201 S 212th St, Kent, WA 98032-1952) with a certificate of insurance evidencing the required coverages, including endorsements that waive the right of subrogation against Buyer and add Buyer as an additional insured. The certificate and additional insured endorsement must provide Buyer with at least 30 days' notice of cancellation, non-renewal or material change. Seller shall provide Buyer with certified copies of the policies at Buyer's request.

11. FORCE MAJEURE
Neither party is liable for nonperformance or delay in performance caused by circumstances beyond the party's control ("Force Majeure Event"). Product shortages increases in Seller's costs, events due to Supplier's negligence, or any foreseeable events are not circumstances beyond Seller's control under this provision. If there are Product shortages as a result of the Force Majeure event, Seller may reduce its supply to Buyer in a manner equitable and proportional to those reductions Seller makes to all other similarly situated distributors and major customers.

12. FUTURE BUSINESS
Buyer is only obligated to purchase Products from Seller under a specific Order. Buyer has no obligation to place future orders with Seller and is not obligated to continue to do business with Seller by oral agreement, course of dealing, concepts of contracts of indefinite duration or business expectancy or otherwise.

13. TERMINATION
Buyer may terminate or suspend any Order on notice to Seller. Buyer's only liability for such termination shall be payment for any properly delivered Products. Buyer may return saleable inventory on termination of this Order without incurring restocking fees.

14. DODD-FRANK FINANCIAL REFORM BILL SECTION 1502
Materials provided to conform to Dodd-Frank Financial Reform Bill section 1502(b) and do not contain any conflict material originating from the Democratic Republic of the Congo (DRC) or adjoining countries.

15. MATERIAL SAFETY DATA SHEETS
Material safety data sheets are required in conformance with OSHA 1910:1200 standard where applicable.

16. WHERE APPLICABLE
Purchased material ordered must be supplied within the scope of the quality system ISO 9001-2015 where applicable
Purchased material ordered to comply with buyers' customer's supplier requirements where applied and applicable.

17. MATERIAL WITH SHELF-LIFE
Material with expiration dates must be delivered with, at minimum, at least 80% of its usable shelf-life remaining.

18. ARBITRATION
The parties will submit any dispute related to this Agreement to arbitration in Seattle, Washington before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees.

19. CONTROL OF WORK TRANSFER
Any work transfer change, either temporary or permanent, including a company address change, shall be communicated in writing to the Thermo Electric buyer, a minimum of 60 days, prior to the implementation of the change.

20. QUALITY REQUIREMENTS
Documentation must state that the item complies with the most updated regulatory requirements of the European Union, e.g. REACH, RoHS and the United States Environmental Protection Agency: TSCA.

AS9100 VENDORS & SUPPLIERS

EXTERNAL PROVIDER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR. EXTERNAL PROVIDERS SHOULD ALSO BE AWARE OF THERMO ELECTRIC'S AS9100 PART IDENTIFICATION, WICH INCLUDES THE AS9100 SUFFIX IN THE PART DESCRIPTION.

21. EXTERNAL PROVIDERS AWARENESS

Providers are to ensure that they have a process in place to make persons aware of:

a. Their contribution to product or service conformity
b. Their contribution to product safety
c. The importance of ethical behavior

22. FLOW DOWN

Flow down to the supply chain the applicable requirements including all Purchase Order requirements and key characteristics to the Thermo Electric's vendors of any approved outsourced products or services is required.

23. RIGHT OF ACCESS

Right of access by Thermo Electric, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records to include verification and validation on site, as defined on the Purchase Order and arranged with the supplier.

24. RECORD RETENTION

External Providers shall retain all Records including disposition requirements associated with the Purchase Order as required by contract for a minimum period of 10 years and the records to be deliverable to the Thermo Electric Buyer of Record within 48 hours after request. External providers of AS9100 parts and assemblies will follow these guidelines in accordance with the P&WC Supplementary Supplier Quality Requirements Clause 5.1.1 (Purchasing Information).

25. PREVENTION OF COUNTERFEIT PARTS

External provider shall plan, implement, and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product in accordance with AS9100/AS9110/AS9120 clause 8.1.4 (Prevention of Counterfeit Parts).

26. PREVENTION OF SUSPECTED UNAPPROVED PARTS

External provider shall plan, implement, and control a process that identifies and prevents the release of unapproved and suspected unapproved parts or inclusion into the product in accordance with AS9100/AS9110/AS9120 clause 8.1.5 (Prevention of Suspected Unapproved Parts).