

Purpose

This is the list of definitions and explanations of the Quality Assurance Procurement Codes that are marked on Requisitions and Purchase Orders, when the purchase requires "Certification" with the material. The use of these codes communicates Thermocontrol Inc.'s Quality Assurance requirements, as conditions of shipment acceptance, to the Vendor.

Scope

This list includes all codes currently used on Thermocontrol, Inc. Requisitions and Purchase Orders. Each code is activated for the concerned Requisition and Purchase Order by the Quality Assurance manager checking the corresponding block and initialing the QAM APPROVAL: space.

- 001 APPROVED SOURCES REQUIRED: When this requirement appears in the body of the purchase order (e.g., "Use General Electric Approved Sources"), the Vendor shall contact Thermocontrol, Inc.'s Quality Assurance Department to obtain the name and location of the approved source for the material or process required by the drawing, specification or purchase order instructions. Failure to comply with this requirement shall be cause for rejection of the material or parts supplied and disapproval of the responsible Vendor.
- 002 RECEIVING INSPECTION: Incoming inspection verifying conformance with Purchase Order requirements is required prior to acceptance of each shipment or lot.
- 003 FIRST ARTICLE SAMPLE INSPECTION AT THERMOCONTROL, INC.: This order is subject to First Article Sample Acceptance at Thermocontrol, Inc. of one or more sample items, as defined by the Purchase Order, prior to delivery and/or acceptance of the balance of the order. Production of articles for delivery to Thermocontrol, Inc., other than the sample, prior to First Article Sample Acceptance by Thermocontrol, Inc. shall be at the sole risk of the Vendor. The sample articles submitted shall be representative in all aspects of the articles to be delivered from the remainder of this order. The Vendor agrees to inform and obtain approval from Thermocontrol, Inc. of any changes affecting parameters delineated on Thermocontrol, Inc.'s furnished drawing on this or future orders, subsequent to First Article Sample Acceptance.
- 004 THERMOCONTROL, IND. SOURCE INSPECTION: Articles to be produced in fulfillment of the Purchase Order require Source Inspection by Thermocontrol, Inc. Quality Assurance Representative prior to shipping. Vendor shall provide facilities and assistance as may be reasonably required by Thermocontrol, Inc.'s personnel in the performance of their inspections. Inspection at Vendor's Plant shall be requested 48 hours in advance. For more information, call Thermocontrol, Inc. Purchasing Agent (713) 780-8600, Ext 213.
- 005 RAW MATERIAL CERTIFICATION: Each shipment shall be accompanied by a legible copy of the material certification as furnished by the raw material vendor. Material certifications must agree in all respects with the raw material requirements of their applicable drawings, and the referenced material specification.
- 006 SPECIAL PROCESS CERTIFICATION: Each shipment shall be accompanied by a legible copy of the certification for special processes used under the terms of the Purchase Order.

Special processes include, but are not limited to, heat-treating, welding, non-destructive examination, brazing, soldering and plating.

The certification shall list, as a minimum:

- a) Applicable specifications, including revision number to which the process conforms
- b) Type or class (if applicable)
- c) Date
- d) Thermocontrol, Inc.'s Purchase Order Number
- e) Thermocontrol, Inc.'s part number
- f) Quantity

007 **REQUIRED CERTIFICATIONS:** Shipments received without required certifications may be rejected prior to inspection and returned at the vendor's expense.

008 **CORRECTIVE ACTION:** In response to buyer initiated Corrective Action Requests, the Seller shall formally advise the buyer of action taken to correct the reported discrepancies on the hard copy of the rejection report. Such requests require timely responses and must include the following information:

Corrective Action:

- a) Analysis of the cause of the problem
- b) Statement of the action taken to preclude its recurrence
- c) Effectivity of such action

009 **PACKING, PACKAGING AND PRESERVATION:** The Vendor shall utilize appropriate packing, packaging and preservation methods and materials to ensure articles are received at Thermocontrol, Inc. in a neat, clean and acceptable condition.

010 **CERTIFICATION OF COMPLIANCE:** The Vendor shall include with each shipment, a legible copy of a certifying statement, which attests to the vendor's compliance with all requirements of the Purchase Order. Their Certificate of Compliance shall be signed by a responsible quality representative of the vendor. The required statements shall constitute certification by the Vendor that the articles are in full compliance with all Purchase Order requirements and that the vendor holds available for review, documented evidence of such compliance. Records shall be retained by Seller for a minimum of three (3) years and shall be available to the Buyer for examination at any time during that period. As a minimum, the Certificate of Compliance shall contain the following information:

- a) Thermocontrol, Inc.'s Purchase Order Number
- b) Thermocontrol, Inc.'s Part Number and current revision letter
- c) Vendor's shipping document number
- d) Quantity of articles
- e) Serial numbers or Lot Numbers of articles, when applicable
- f) Certification of Compliance Statement

011 **FUNCTIONAL TEST REPORTS:** Each shipment shall be accompanied by a legible copy of actual test results identifiable with test parameters and items submitted. These reports must include the signature of a responsible representative of the Agency performing the tests. In the case of calibration services, vendor will note and certify the "as-received" condition of the tool, fixture or instrument being serviced.

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- 012 GOVERNMENT SOURCE INSPECTION (GSI): Articles to be produced in fulfillment of this Purchase Order require Source Inspection by a Government Quality Assurance Representative prior to shipping. Vendor shall provide facilities and assistance as may be reasonably required by Government personnel in the performance of their inspections. When this code is invoked, the following statement shall be printed in the body of the Purchase Order: "Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government representative who normally services your plant so appropriate planning for Government inspection can be accomplished."
- 013 CHEMICAL TEST REPORTS: Material furnished in fulfillment of this Purchase Order must be accompanied by a legible copy of certified test reports of the Chemical Composition and Physical Properties of the material. Raw Material Vendor test data is preferred. Certified test data from an independent laboratory is acceptable. Material is subject to requirements for test specimens (production method, number, storage conditions) for inspection, investigation or auditing.
- 014 PHYSICAL TEST REPORTS: Material furnished in fulfillment of this Purchase Order must be accompanied by a legible copy of certified test reports of the Physical Properties of the material. Producer/Mill test data is preferred. Certified test data from an independent laboratory is acceptable.
- 015 QUALITY PROGRAM REQUIREMENTS: The Vendor shall have developed and maintain a quality program in accordance with AS9100 or ISO-9000 or MIL-Q-9858 or MIL-I-45208A. This inspection system shall be verifiable by Thermocontrol, Inc. surveillance.
- 016 SYSTEM REQUIREMENTS: The Vendor shall establish and maintain an organized system of operation, which will ensure that only articles that conform to all requirements of the Purchase Order are delivered to Thermocontrol, Inc
- 017 SERIALIZATION: Each item furnished on this Purchase Order will be identified with a non-recurring serial number. In cases where the size of the item furnished prohibits identification, the serial number will be marked on an identification tag or label and securely attached to each item.
- 018 MATERIAL TRACEABILITY: Each shipment shall be accompanied by a legible copy of the material certification that identifies the producer/manufacture of the material furnished. Certification shall also include the heat number, heat code, heat lot number or melt number, which shall be traceable to the raw material manufacturer.
- 019 IDENTIFICATION OF SHELF-LIFE MATERIALS: The Vendor shall identify each item, package or container of shelf-life material with the cure date, expiration date, etc., and special storage and handling, in addition to the normal identification requirements such as name, part or code number, type, size and quantity. This identification, including special handling conditions, shall be recorded on certification and shipping documents for the materials.

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- 020 MAINTAIN LOT CONTROL: The Vendor shall maintain 100 % traceability for all products. Further, the Vendor shall maintain and preserve Lot Control for all materials provided to the Vendor by Thermocontrol, Inc. Records of all Lot Control activities shall be provided with the shipment.
- 021 CUSTOMER SOURCE INSPECTION: Vendor and Vendor's sub-tier quality control or inspection system and manufacturing process are subject to review, verification and analysis, with access to records, by authorized Government and/or Thermocontrol's customer representatives and authorities for materials and services purchased under this Purchase Order. Government/customer inspection of product prior to shipment ***is not*** required unless the Vendor is otherwise notified.
- 022 VENDOR FLOW DOWN: Vendors are required to flow down customer approved special process suppliers and the applicable requirements of Thermocontrol's purchasing documents, including key characteristics where required to sub-tier suppliers.
- 023 NOTIFICATION OF NONCONFORMING MATERIAL: Vendors shall be responsible to notify Thermocontrol, Inc., in writing, of any delivered nonconforming material in a timely manner with full explanation of the nonconformance. Vendors shall obtain written approval from Thermocontrol, Inc. prior to delivering any product that is known to be nonconforming.
- 024 FAR CLAUSES: *This purchase order incorporates by reference clauses for the Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFAR) and apply to the extent indicated. In addition, depending upon the funding source of a Prime Contract, FAR supplements from other government agencies may apply, such as Navy Marine Corps Acquisition Regulation Supplement (NMCARS), or the National Aeronautics and Space Administration FAR Supplement (NFS). The additional DFARS, NMCARS or NFS clauses augment and supplement the FAR clauses, taking precedence over the FAR in the event there are conflicts between the two.*

FAR Clauses

52.202-1	DEFINITIONS
52.203-19	PROHIBITION ON REQUIREING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY (E.O.11246)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
52.222-41	SERVICE CONTRACT LABOR STANDARDS
52.222-50	COMBATTING TRAFFICKING IN PERSONS
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

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52.225-3	BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE ACT
52.227-1	AUTHORIZATION AND CONSENT
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS ("Commercial Items" defined in 52.202-1)
52.246-2	INSPECTION OF SUPPLIES FIXED PRICE
52.247-64	PREFERENCE OF PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

DFARS Clauses

The following applies to Subcontracts or Purchase Orders funded by the Department of Defense (DoD) agencies. For such orders, the FAR clauses listed above and the DFARS clauses listed below are incorporated into the subcontract to the extent noted.

252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7997	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7012	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

025 VENDOR EVALUATION: Vendor shall be expected to supply materials on agreed upon schedule, maintaining a minimum of 95% on time shipment rate. Vendor shall be expected to maintain minimum 95% quality performance

026 PURCHASING STANDARD TERMS AND CONDITIONS:

26.01 DEFINITIONS - as used throughout the Purchase Order, this Contract Document, the following terms shall have the meanings set forth below:

- a. "Buyer" means Thermocontrol, Inc.,
- b. "Contract/Purchase Order" means the contracting instrument, including change notices, supplements, amendments, or modifications thereto.
- c. "Seller" means the individuals, partnerships, corporation or associates contracting to perform the work hereunder, synonymous with "Supplier", "Subcontractor", and "Offeror".

- d. "Goods", "Supplies", or "Items" includes any effort supplied by seller incidental to the sale of goods by seller under the order including, without limitation, installation, repair, and maintenance services. The term "Services" shall also include without limitation any effort specifically requested by the order, including all associated efforts such as design engineering, repair, maintenance, technical support, construction, consulting, professional or other services.
- e. "Subcontract" unless provided otherwise in a purchase order means all contracts placed by the seller or lower tier suppliers for the specific purpose of performing any portion of the work under this order and includes but is not limited to Purchase Orders and changes or modifications thereto.

26.02 ACCEPTANCE - The purchase order incorporating these terms and conditions becomes a binding contract on the terms set forth herein when it is accepted by confirmation, acknowledgement or commencement of performance. Terms and Conditions contained in any acknowledgement of this purchase order, or with delivery of any goods under this purchase order or conveyed by or through any other means which are different from or in addition to the terms and conditions of this purchase order shall not be binding on the Buyer whether or not they would materially alter this purchase order.

26.03 CONFIDENTIAL INFORMATION - All information including but not limited to writings, drawings, tools, models, and oral disclosures, not in the public domain, received by Seller from the Buyer or learned of or produced by Seller in connection with the performance of work under this order is the sole property of the Buyer and will be held by Seller in confidence at all times hereafter and will not be used by Seller or disclosed by Seller to any person, firm, or corporation without prior written consent of the Buyer. The foregoing shall not be construed as limiting the right of the Seller to use such writings, drawings, tools, models, and disclosures in the manufacture of end items for direct sale to the United States Government to the extent that the Government has the right under its prime contract with the Buyer or otherwise, to authorize such use by Seller, and further, to the extent that such use will not interfere with Seller's performance of this or other orders from the Buyer relating to Government contracts in effect at the time Seller enters into direct sale to the Government provided further, that Seller furnishes prior written notice to the Buyer of such intended use and to the extent practicable Seller prominently identifies each such end item as being manufactured by the Seller for direct sale to the United States Government.

26.04 CHANGES - The Buyer may at any time, in the manner described hereinafter, make changes within the general scope of this contract in any one or more of the following (i) quantities, (ii) drawings, designs, or specifications of supplies being specially manufactured for the Buyer, (iii) method of shipment or packing, (iv) place of delivery, and (v) delivery schedules. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the contract shall be modified in writing accordingly. However, no

additional charge will be allowed unless authorized by the Buyer's written amendment to the contract. Information, such as technical direction or guidance provided by the Buyer employees in connection with the Seller's performance in this contract, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this order. If seller considers the conduct of any of the Buyer's employees has constituted a change hereunder, seller shall notify the Buyer immediately, in writing, as to the nature of the change and its effect on seller's performance including delivery schedule and value of contract. the Buyer employees have no authority (a) to direct any change affecting (ii) above which increases or decreases the contract value, except by a change advise issued by the Buyer, or (b) to direct any other change affecting (i) through (v) above except by a change advice or other writing issued or signed by a the Buyer.

- 26.05 MATERIAL AND OR SPECIAL EQUIPMENT - If the Buyer furnishes any material for fabrication hereunder, Seller (i) agrees not to substitute any other material in such fabrication without the Buyer's written consent, (ii) agrees that title to such material shall not be affected by incorporation in or attachment to any other property and (iii) agrees to state and warrant on its shipper and invoice for final parts. "All material furnished by the Buyer on this contract (except that which became normal industrial waste) has been returned in the form of parts and unused material." Proceeds of scrap salvage shall accrue to Seller and are reflected in the prices stated herein.
- 26.06 Seller agrees that it will use any designs, tools, patterns, drawings, specifications, computer software, data, documents, information and equipment, title to which is in the Buyer, only in the performance of this contract and not otherwise, unless the Buyer's prior written consent has been obtained. The foregoing shall not be construed as limiting the right of the Seller to use designs, tools, patterns, drawings, specifications, computer software, data, documents, information and equipment in the manufacture of end items for direct sale to the United States Government, to the extent that the Government has the right under its prime contract with the Buyer or otherwise, to authorize such use by Seller, and further, to the extent that such use will not interfere with Seller's performance of this or other orders from the Buyer relating to Government contracts in effect at the time Seller enters into direct sale to the Government; provided further that Seller prominently identifies each such end item as being manufactured by the Seller for direct sale to the United States Government. Seller agrees that no inaccuracy in tools or fixtures, which the Buyer furnishes, shall excuse performance not in strict accordance with specifications upon completion or termination of this contract. Seller shall obtain from the Buyer shipping instructions or other authorized disposal instructions prior to the return of any items furnished by the Buyer under this contract. Unless otherwise specified in this contract, the contract price includes the cost of gauges, jigs, fixtures, dies, molds, tools, patterns, and similar property that may be obtained or required by Seller for use in the manufacture, fabrication or assembly of the articles called for herein and unless otherwise specified, title to such property will remain in the Seller.

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- 26.07 PROPERTY LIABILITY - Seller shall (i) immediately notify the Buyer of and (ii) be liable for the loss of or damage to the Buyer and/or Government property while such property is in Seller's possession. Seller shall maintain in serviceable condition, preserve and account for all property furnished hereunder, and shall not use or dispose of same except in accordance with the Buyer written instructions. Seller shall also be liable for all losses to the Buyer occasioned by Seller's failure to furnish timely written notice to the Buyer of loss or damage to the Buyer and/or Government furnished property suffered in transit or prior to receipt by Seller. Seller agrees that the Buyer and/or Government representatives shall at all reasonable times, have access to any premises upon which the Buyer and/or Government property is located for the purpose of inspecting such property.
- 26.08 WARRANTIES - Seller warrants the articles delivered hereunder to be free from defects in workmanship material and manufacture and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the seller. All warranties shall run to the Buyer, its successors, assigns, and customers and to the users of its products.
- 26.09 INSPECTION - Notwithstanding the Quality Assurance Procurement Codes noted on the purchase order, all items are subject to final inspection and acceptance at destination irrespective of any payments or inspection at source. Such final inspection and acceptance shall be conclusive except as to latent defects, fraud, and such gross mistakes as amount to fraud, and the Seller's warranty obligations. The Buyer retains the right to subject supplies ordered hereunder to inspection by the Buyer and /or Government inspectors upon the premises of the Seller. At the time of inspections, Seller shall make available to the inspectors copies of all drawings and specifications, and process, preservation and packaging data applicable to the articles ordered herein, and reasonable facilities and assistance for the safety and convenience of the inspectors. All such information, facilities and assistance shall be furnished at no additional cost to the Buyer.
- 26.10 EXAMINATION OF RECORDS - If this order is issued under a Government contract or subcontract hereunder, Seller's manufacturing plant (or such part thereof as may be engaged in work under this order), material and workmanship in connection therewith and Seller's books shall at all times, be subject to inspection and audit by any person designated by the head of any executive department of the Government or by any Contracting Officer, and Seller shall, for a period of three years after final payment hereunder, preserve and make available for such inspection and audit, its books, records, documents and other evidence bearing on its costs and expenses under this purchase order, including records, documents and other evidence in respect to any termination hereunder.
- 26.11 PRIORITY RATINGS - When a priority rating is specified on the Purchase Order, this is a Rated Order, Certified for National Defense. Seller is required to comply

with the Defense Priorities and Allocation System (DPAS) regulation (15 CFR 700) and all contractual flow down requirements imposed by the Federal Government.

- 26.12 **DEFAULT AND EXCUSABLE DELAYS** - Time is of the essence in the performance under this contract. The Buyer reserves the right to terminate this contract in the event of default or anticipatory breach by Seller or if shipments are not made within specified time. Such cancellation shall not be construed as a recession or waiver of any remedy unless expressly so stated upon cancellation. The Buyer's rights will be as specified in the Uniform Commercial Code. If advance or progress payments have been made under this contract, and order is terminated for default, the Buyer shall have the rights of the US Government set forth in FAR 52.232-16, Progress Payments, including paragraph (H), "Special Terms Regarding Default". Seller will not, however, be liable for damages occasioned by delays in delivery due to acts of God, war, Government issued priorities, general strike or similar causes beyond Seller's control and without its fault or negligence provided Seller notifies the Buyer in writing within ten (10) days after Seller has knowledge that any such event may delay or threatens to delay the timely performance of this contract.
- 26.13 **OVER AND ADVANCE SHIPMENTS** - No over shipments will be accepted except those resulting in good faith from conditions of loading, shipping, packaging or allowances in manufacturing processes, and in no case exceeding (i) 5% of the quantity called for or \$25.00 whichever is the lesser, or where applicable, (ii) the Forgoing Industry Association quantity tolerances. Unauthorized advance shipments are returnable at Seller's expense.
- 26.14 **TERMINATION FOR CONVENIENCE** - The Buyer may terminate this contract, by written notice, in whole or in part, when it is in the Buyer's interest to do so. The Buyer shall terminate by delivery to the seller of a notice of termination specifying the extent of termination and the effective date. Upon receipt of a notice of termination, and except as directed by the Buyer, the seller shall immediately: (i) stop work as directed; (ii) place no further subcontracts or orders for materials, equipment or services except as necessary to complete the continuing portion of the contract, and (iii) terminate all subcontracts to the extent they relate to work terminated. After termination, the seller shall submit a final termination settlement to the Buyer in the form and manner prescribed by the Buyer and in accordance with applicable portions of the Federal Acquisition Regulations (FAR) Subparts 49.1, 49.2 and 49.3
- 26.15 **PACKAGING** - All articles are to be packaged in suitable containers for protection in shipment and storage, and if Government specifications are applicable, in accordance with such specifications. Any highly polished, highly finished or precision parts are to be properly preserved and packaged in containers that will afford protection against corrosion, contamination and deterioration. Electronic components and assemblies should be packaged, as required, in hermetically sealed containers with electrostatic protection if necessary. Each container shall be marked with the Buyer purchase order number. Each container, of a multiple

container shipment, shall be identified to show the number of the container and the total number of containers in the shipment. The Packing List and required Certifications will be included in package number 1. Material for different purchase orders shall be listed on separate Packing Lists.

- 26.16 SHIPPING INSTRUCTIONS - Shipments must be made as specified on the face of the purchase order unless subsequently modified in writing by the Buyer. Originals of all Government bills of lading, commercial bills of lading, air bills and rail and air express receipts shall be mailed to the purchasing department of the Buyer.
- 26.17 PATENT AND COPYRIGHT INDEMNITY - Seller agrees to defend, at its own expense, all claims and actions asserted against the Buyer or its customers, and to indemnify and hold harmless the Buyer and its customers against all claims, demands, loss and liability, including costs and attorney's fees, resulting from actual or alleged infringement of any U.S. Patent, trademark, or copyright, by reason of the use or disposal of the materials or articles called for hereunder, unless such infringement necessarily arises from the Seller's compliance with drawings, data or instructions of the Buyer directing the performance of work hereunder in a manner not normally practiced by the Seller.
- 26.18 ASSIGNMENT - Neither this contract nor any interest herein may be assigned or otherwise transferred in any manner, except that claims for monies due or to become due Seller under this contract may be assigned to a bank trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract not already paid, shall not be made to more than one (1) party, and shall be subject to the right hereby reserved and exercisable by and granted to the Buyer to make at any time deductions from assigned claims by way of setoff or recoupment in the same manner that such deductions could be made if such assignment did not exist. This right of setoff or recoupment arose before or after the assignment or before or after any notice with respect thereto that Seller or its assignee may give to the Buyer it is also a condition of this limited consent that if, in spite of the prohibitions herein contained, multiple assignees are involved. The Buyer shall be entitled to apportion recoupment of setoff amongst such assignees in any manner it may elect.
- 26.19 RELEASE OF NEWS INFORMATION - If this purchase order is issued under Government prime contract or subcontract, no news release, public announcement, denial or confirmation of same or any part of the subject matter of this contract or any phase of any program hereunder shall be made without written approval of the Buyer.
- 26.20 Thermocontrol and/or its customers, including but not limited to the U.S. Government shall be allowed access at any level to supplier facilities, processes, and procedures utilized in the performance of an order.

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- 26.21 Vendor/seller shall ensure that counterfeit work and/or materials are not delivered to Thermocontrol under this Purchase Order. Seller shall only purchase products to be delivered or incorporated as work to buyer directly from the original component or equipment manufacturer, or through an authorized distribution chain. If vendor/seller becomes aware or suspects that it has furnished any counterfeit goods to Thermocontrol, seller shall immediately notify Thermocontrol. In the event Work delivered under this Subcontract constitutes or includes Counterfeit Work, Seller shall, at its sole cost and expense, promptly replace such Counterfeit Work with genuine and authentic Work conforming to all requirements of this Subcontract.
- 26.22 The supplier shall ensure persons are aware of their contribution to product and service conformity, product safety, and importance of ethical behavior
- 26.23 The supplier shall flow down all requirements to its' suppliers and services (external providers)
- 26.24 The supplier must comply with all legal requirements related to conduct, safety, etc
- 26.25 The supplier shall notify Thermocontrol of any changes in status of certifications/registrations, facilities or address.

The Numbers 027, 028, 029, and 030 are reserved for future use.