

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **1. Generality**

No agreement or other understanding in any way modifying the terms and conditions is applicable upon DICI unless made in writing and signed by an authorized representative of DICI

All goods received by DICI will be subject to inspection and any rejected goods may be returned at Seller's expense. Shipment must be made to meet the AGREED dates. DICI reserves the right to cancel or postpone deliveries, without cost to DICI of any goods covered by this order which are not shipped in reasonable time to meet said agreed date.

Seller agrees to protect and indemnify DICI against all claims or liabilities pertaining to the goods ordered.

DICI may cancel this order in whole or in part at any time, by written notice. In that event any claim arising out of the termination of this order shall be settled on the basis of the Seller's cost less allowance for salvage value.

All prices noted are FIRM FIXED and not subject to change, unless previously approved in writing by DICI.

No substitution can be shipped unless previously approved by DICI in writing.

### **2. C of C**

A Certificate of Conformance signed by a company official shall accompany each shipment and contain the following information; Supplier Name, Purchase Order Number, Part Number, Revision, Quantity, Test Reports, Special Processes, Date, Authorized Signature, Title and Statement certifying product compliance and traceability.

### **3. Quality System**

The Supplier shall maintain an effective Quality System in accordance with ISO 9001:2008 / AS 9100 or equivalent.

### **4. Right of Access**

The Supplier agrees that any authorized representatives of DICI Industries Inc. shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Supplier involving transactions related to the purchase order to the extent necessary to verify the nature and extent of costs incurred under the purchase order.

### **5. Authority Inspection**

DICI & Customer has the right to inspect any or all work included in this authority order at the supplier's plant. In the event authority inspection is required, the DICI Purchasing agent will provide notification.

### **6. Nonconforming Materials**

The Supplier warrants all goods delivered under the purchase order to be free from defects in material and workmanship. The supplier agrees to notify in writing DICI of any identified nonconforming. The supplier agrees to repair, replace or otherwise correct any problem with the delivered item.

### **7. confidentiality**

All Documents supplied to comply with this purchase order remain the property of the customer and are strictly confidential and will be returned to DICI upon demand.

### **8. Product and Process Control and Quality Record Retention**

Supplier's Product and Process Control and Quality Records shall be retained at the supplier's location a minimum of 10 years from the date of shipment, unless a longer retention period is herewith on the Purchase Order. The records shall be adequate to ascertain the quality level of production processes. This includes chemical and physical test results of Raw Material used in the manufacture of the item on this Purchase Order.

Quality records shall be provided upon request from DICI Industries Inc.

### **9. Quality flow Down to Sub-tier Suppliers**

The suppliers Quality system shall assure all relevant Purchase Order requirements are flowed down to their sub-tier supplier. The supplier's sub-tier suppliers are responsible to comply with the same specifications and requirements specified on this purchase order.

### **10. Changes in product and/or process**

The suppliers shall notify DICI of changes in product and/or process, changes of suppliers, change of manufacturing facility location and, where required, obtain DICI approval.