

DIVERSIFIED ULBRICH

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions (the "**Terms**") shall be applicable to all sales made by Diversified Ulbrich ("**Ulbrich**"), a division of Ulbrich of Canada Inc., in addition to the terms and conditions of sale as set out in any invoice issued by Ulbrich to the Purchaser.

1. Documents and records pertaining to this order shall be maintained by the supplier for a minimum period of 10 years or as per OEM requirements.
2. The supplier shall grant right of access to Ulbrich, Ulbrich's customer and regulatory authorities to all facilities involved in the order at any level of the supply chain and to all applicable records.
3. The supplier shall provide notification to Ulbrich of nonconforming product, shall obtain Ulbrich's approval of supplier nonconforming product disposition, and notify Ulbrich of changes in product and/or process changes of suppliers, changes of manufacturing facility location and where required, obtain Ulbrich's approval.
4. The supplier shall flow down to sub-tier suppliers the applicable requirements of the Purchasing documents.
5. The supplier shall not sub-contract work without Ulbrich's consent.
6. The supplier shall have a program to prevent the use of counterfeit parts.
7. The supplier ensures that persons are aware of their contribution to product or service conformity, contribution to product safety and the importance of ethical behavior.
8. The supplier shall implement a quality management system and use customer approved sources.
9. Ulbrich shall monitor the supplier's performance for on time delivery and quality and shall issue corrective action requests to the supplier when the performance does not meet requirements. The supplier shall respond to the corrective action requests within the delay written on the corrective action request.

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