



Supplier Purchase Order Terms and Conditions (AS9120B Aligned)

This document establishes the minimum quality, regulatory, commercial, and supplier requirements applicable to all purchase orders issued by AGS Devices Co. Suppliers shall comply with these requirements unless otherwise approved in writing.

1. Scope

These Terms apply to every Purchase Order issued by AGS Devices Co. In the event of conflict, precedence is: (1) Special Purchase Order Conditions, (2) Master Agreement, (3) Engineering drawings/specifications, (4) these Terms.

2. Acceptance

Shipment, performance, or written acknowledgment constitutes acceptance. Conflicting supplier terms are rejected unless accepted in writing by AGS.

3. Quality Management System

Suppliers should maintain a documented QMS appropriate to their activities. Certification to AS9120, AS9100, ISO 9001 or equivalent may be required by contract.

4. Product Conformity

All products shall be genuine, new, unused, conform to contractual requirements, manufacturer specifications, drawings, revisions, and applicable statutory and regulatory requirements.

5. Counterfeit Parts Prevention

Supplier shall implement controls to prevent counterfeit or suspect counterfeit parts and purchase from authorized sources whenever possible. Suspect parts shall be quarantined and immediately reported to AGS.

6. Traceability

Full traceability to the Original Component Manufacturer (OCM) or authorized source shall be maintained when required. Records shall preserve lot/date code and chain of custody.

7. Certificates

Each shipment shall include a Certificate of Conformance when required, identifying PO number, part number, quantity, revision (if applicable), lot/date code, manufacturer, and authorized signature.

8. Packaging and Preservation

Products shall be packaged to prevent damage, contamination, moisture, corrosion and ESD. ANSI/ESD S20.20 practices shall be followed where applicable.

9. Shelf Life

Shelf-life controlled products shall include manufacture and expiration dates and remaining shelf life as specified on the PO.

10. Foreign Object Damage (FOD)

Supplier shall maintain controls to prevent FOD/Foreign Material contamination.

11. Product Safety

Supplier shall promote product safety throughout manufacture, handling and shipment and immediately report any discovered safety concern.

12. Ethical Behavior

Supplier personnel shall understand the importance of ethical behavior, product conformity and reporting concerns.

13. Nonconforming Product

Supplier shall not ship known nonconforming product without prior written authorization. AGS reserves the right to reject, return or require replacement.

14. Notification of Changes

Supplier shall notify AGS before changes to manufacturing location, ownership, quality system status, product design (where applicable), special processes, key suppliers, or source of manufacture that could affect conformity.

15. Corrective Action

Supplier shall respond to AGS corrective action requests within the timeframe specified by AGS and implement effective root-cause corrective actions.

16. Right of Access

AGS, its customers, certification bodies and applicable regulatory authorities may be granted reasonable access to applicable facilities, records and products when contractually required.

17. Record Retention

Quality and traceability records shall be retained for a minimum of 10 years unless otherwise specified by contract.

18. Regulatory Compliance

Supplier shall comply with applicable laws including EAR, ITAR (when applicable), environmental regulations, conflict minerals requirements and import/export laws.

19. Delivery

Supplier shall meet agreed delivery dates and promptly notify AGS of anticipated delays. Partial shipments require AGS approval unless otherwise authorized.

20. Inspection and Acceptance

Payment does not constitute acceptance. AGS may inspect and reject products within 45 days after receipt or later for latent defects, counterfeit concerns, traceability deficiencies, or regulatory issues.

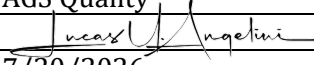
21. Governing Law

These Terms are governed by the laws of the State of Florida. The CISG is excluded. Venue shall be Lee County, Florida unless AGS elects another competent jurisdiction.

22. Entire Agreement

These Terms, together with the Purchase Order and referenced documents, constitute the complete agreement.

AGS Approval

Name	Lucas Angelini
Authorized Representative	AGS Quality
Signature	
Date	7/20/2026