

AGM Container Controls, Inc.

General Terms & Conditions of Purchase

1. **ACCEPTANCE** – Unless otherwise provided herein, Seller's acknowledgement of this order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No term or condition stated by Seller in acknowledging or otherwise accepting this order shall be binding upon Buyer unless specifically accepted in writing by Buyer.
2. **PRICE AND DELIVERY** – Seller shall furnish the supplies and/or services called for by this order in accordance with the price(s) and delivery date or schedule stated herein. Price(s) include all applicable taxes. If price(s) and/or delivery date or schedule are not stated herein, Seller shall offer its lowest price(s); showing any applicable taxes separately, or best delivery date or schedule, which shall be subject to approval and written acceptance by Buyer.
3. **PACKING AND SHIPPING** – Unless otherwise provided herein, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, storage or other packing requirements. All supplies shall be packed, packaged, marked and otherwise prepared for shipment in accordance with sound commercial practices to meet requirements for obtaining lowest transportation rates, or as otherwise specified herein. Seller shall mark containers of packages with necessary lifting, loading and shipping information, and also order number(s), account number, date of shipment, and names and addresses of consignor and consignee. An itemized packing sheet must accompany each shipment unless otherwise specified. The following packaging materials **ARE NOT ALLOWED**: shreds of paper, tissue, plastic, popcorn, peanuts, newsprint, and shredded fiberboard or silicon plastics.
4. **INVOICING** – Show separately on each invoice any applicable taxes. Whenever any discount is applicable, show any applicable freight and similar charges separately to avoid discount being taken thereon. Render separate invoice for each shipment and each order. Render invoice or mail shipping notice within 24 hours after each shipment. Bill of lading or express receipt must accompany each invoice. Payment of invoice shall not constitute acceptance of supplies or services and shall be subject to adjustment for errors, shortages, defects in supplies or services or other failure of Seller to meet the requirements of this order. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer.
5. **COMPLIANCE** – Seller warrants and agrees to observe and comply, during the performance of this order, with all applicable federal, state and local laws, rules and regulations. Seller shall, without limitation, indemnify and save Buyer and its customer(s) harmless from any and all liabilities, expenses, costs and damages which Buyer may be put to or incur or suffer as a result of Seller's failure or omission so to do. Seller warrants that the supplies or services furnished under this order have been or will be produced in compliance with all applicable requirements of the Fair Labor Standards Act.
6. **COUNTERFEIT WORK** – Work consists of those parts delivered under this order that are the lowest level of separately identifiable items (e.g., articles, components, goods and assemblies). Seller agrees and shall ensure that Counterfeit Work will not be delivered to Buyer. Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer.
7. **FOD PREVENTION** – Seller shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 as a guideline. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods.
8. **MERCURY EXCLUSION** – The items specified on this purchase order are subject to the prohibition of mercurial contamination. During manufacturing processes, test, and inspections the product shall not have come in direct contact with mercury or any of its compounds, nor with any mercury containing device employing a single boundary of containment without specific approval of the buyer. Certificate of Compliance for these requirements shall be provided. This requirement must be flowed down to all subcontractors.
9. **COMPETENCE** – Seller shall ensure that personnel performing work affecting conformity of products or services are competent on the basis of appropriate education, training, skills, and experience. Evidence of competence shall be made available to AGM upon request.
10. **INSPECTION** – All supplies and services shall be subject to inspection and test by Buyer, its customers, higher tier contractors and the U.S. Government, at times and places, as such parties may require. Seller shall provide without additional charges all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material or workmanship or otherwise not in conformity with the requirements of this order; Buyer shall, in addition to any other rights have the right to (i) reject same and rescind the order as to the rejected supplied or services, (ii) reject same and require the correction thereof by Seller or (iii) accept same and deduct from the amount due Seller the cost of remedying such defects. If Buyer elects the foregoing (ii), Seller shall at no expense to Buyer promptly replace same with supplies or services acceptable to Buyer in accordance with Buyer's instructions. If Seller fails promptly to replace or correct such supplies or service in accordance with Buyer's instructions; Buyer may (i) by contract or otherwise replace or correct such supplies or services and charge Seller the cost occasioned by Buyer thereby, or (ii) terminate this purchase order for default in accordance with the clause hereof entitled "Termination With Cause". Notification of prior rejection shall be submitted with replacement of such rejected supplies and services. Final inspection and acceptance shall be made by Buyer or its customers at destination unless otherwise specified in this order. Seller shall provide and maintain an inspection system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this order and for such longer periods as Buyer determines. No inspection (including source inspection) tests, approval (including design approval), or acceptance by any of the foregoing parties shall relieve Seller from responsibility for all defects or other failure to meet the requirements of this order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this order or in law or equity.
11. **WARRANTIES** – In addition to and without prejudice to all other warranties, both express and implied, Seller warrants that the supplies or services furnished hereunder will be (i) free from defects in workmanship and material, (ii) to the extent such supplies or services are not finished pursuant to detailed designs provided by Buyer, free from defects in design, (iii) suitable for the purposes intended and (iv) in compliance with all requirements of this order and all applicable drawings, specifications, samples, representations or other descriptions. All warranties, both expressed and implied, including the above, shall constitute conditions and shall survive inspection, acceptance and payment and shall inure to Buyer, its customers and users. Without limitation of any rights by reason of any breach of warranty or otherwise, supplies or services which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement, as Buyer may direct. In addition to the rights stated above or otherwise, Buyer shall have the right to terminate this order as provided in the clause hereof entitled "Termination With Cause".
12. **CHANGES** – Buyer may at any time, by written change order, suspend performance in whole or in part make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery, require additional work, or direct the omission of work. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of this order, an equitable adjustment shall be made in the contract price, or delivery date or schedule, or both; and this order shall be modified in writing accordingly. Any claim for adjustment under this paragraph shall conclusively be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by the Seller of the change order. The amount of the claim shall be stated when it is submitted. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Any change order issued hereunder will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer. Nothing in this paragraph shall excuse Seller from proceeding with the purchase order as changed. Buyer's engineering and technical personnel may from time to time render assistance or give technical advice to, or affect an exchange of information with, Seller's personnel in a liaison effort concerning the supplies or services to be furnished here under. Such exchanges of information or advice shall not vest Seller with authority to change the supplies or services hereunder or the provisions of this order.
13. **TERMINATION (a) Without Cause** – Buyer may terminate all or part of this order at any time or times without cause by electronic means or other written notice to Seller. FAR Clause 52.249-2 as in effect at the date of this order is incorporated herein by reference and made a part hereof and shall govern the rights, obligations and liabilities of Buyer and Seller in case of any termination by Buyer of all or any part of this order without cause, except that any termination claim must be submitted to Buyer within 90 days after effective date of termination, and except that if this order is not for the purpose of aiding directly or indirectly in the performance of a contract with the U.S. Government that references FAR 52.249-2 to the Government shall not apply. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this order for cause and shall not apply to a termination with cause. **(b) With Cause** – Time is of the essence for this order. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this order or fails to make progress so as to endanger performance of this order or in the event of any proceeding by or against Seller in bankruptcy or insolvency or for appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by electronic means or other written notice to Seller without any liability by Buyer to Seller on account thereof. In event of termination for cause, Buyer may purchase similar supplies or services elsewhere on such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost occasioned Buyer thereby.
14. **PATENTS** – Seller guarantees that the sale and use of each and all articles and things not or hereafter delivered hereunder will not infringe any patent or copyright; that Seller will at its own expense defend any action, suit or claim or assist in defense thereof, including any brought against U.S. Government, in which an infringement of any patent or copyright is alleged with respect to the sale or use of such articles or things and that Seller will indemnify and save harmless Buyer and its customers and users, including Government, from any and all losses, costs and damages for infringement of alleged infringement of any patent or copyright because of the sale or use of such articles or things.
15. **MATERIALS AND TOOLS** – If Buyer furnishes material or special dies, molds, jigs, or tools, title thereto shall remain in Buyer, and Seller shall dispose of or credit scrap and unused material and such special dies, molds, jigs, and tools as Buyer may direct. Buyer does not require that Seller carry any insurance on any such property furnished by Buyer, and Seller shall not include any insurance cost therefor in the price under this order. If the cost of special dies, molds, jigs or tools involved in the manufacture of supplies covered by this order is amortized or included in the price hereunder, the same shall become the property of Buyer upon completion or termination of this order and shall be disposed of as Buyer may direct.
16. **RISK OF LOSS** – Seller shall bear all risk of loss on supplies called for by this order until final acceptance by Buyer, or its customers, at destination, unless otherwise specified in the order except for loss occasioned by gross negligence of Buyer or its customer.
17. **LIABILITY FOR INJURY** – Seller agrees to be responsible for, and to indemnify and save harmless the Buyer and its employees and customers from, any and all injury, death, damage and loss to persons or property arising out of or incident to the work to be performed by Seller pursuant to the order, whether performed on the premises of Seller of Buyer or elsewhere. Seller agrees to carry and maintain insurance coverage satisfactory to Buyer to cover the above, and upon Buyer's request to furnish to Buyer certificates or other appropriate evidence of such insurance.
18. **LIEN WAIVERS** – If the furnishing of any labor or material pursuant to this order could give rise to any liens or lien rights against any premises of Buyer or its customer, Seller agrees to furnish upon Buyer's request at any time or times good and sufficient lien waivers by Seller and all other persons furnishing any such labor or material at seller's instance or request.
19. **ASSIGNMENT** – Seller shall not assign this order or any rights thereunder or any monies due or to become due thereunder without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without its written consent thereto.
20. **NOTICE LABOR DISPUTES** – Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to FAR 55.222-14 Disputes Concerning Labor Standards which applies.
21. **PROPRIETARY** – Seller agrees that all information disclosed, obtained, or discovered by Seller or its representatives from, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, verbal explanations, schedules and the like, as a result of this order, are received in confidence and are the proprietary property of Buyer, and that such information shall not be reproduced or used by Seller or transmitted or disclosed to any person or organization by Seller, without the prior written consent of Buyer. Provided, however, that upon prior written notice to the Buyer, Seller shall have the right to use such information in the manufacture of end items for direct sale to the Government to the extent the Government has the right to authorize such use by Seller, and further provided that the Seller identifies to the buyer the information to be used and to the extent practicable prominently identifies each such end item as being manufactured by the Seller for direct sale to the United States Government.
22. **WAIVER** – The failure of Buyer in any one or more instances to insist upon performance of any of the terms or conditions of this order, or to exercise any right or privilege in this order contained, or the waiver of any breach of the terms or conditions of this order shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
23. **SPECIAL U.S. GOVERNMENT PROVISIONS** – If this order is for the purpose of aiding directly or indirectly in the performance of a contract with Government, the following shall also apply:
 - (a) **AUDIT** – Seller agrees that its books and records and its plants, or such part thereof as may be engaged in the performance of this order, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of government. Seller agrees (i) that United States Controller General or any of its duly authorized representatives shall, until expiration of 3 years after final payment under this order, have access to and the right to examine any pertinent books, documents, papers and records of Seller involving transactions related to this order and (ii) that Seller shall insert the provisions of this sentence, including this clause (ii), in all subcontracts hereunder.
 - (b) **SUBCONTRACTS** – Seller agrees that no subcontract placed under this order shall provide for payment on a cost plus percentage of cost basis.
 - (c) **QUALITY CONTROL** – Where appropriate, Supplier must meet AGM's Quality System flow-down requirements per ISO 9001/AS9100. Prior to issuance of any order the Seller's Quality Control System must be approved by AGM's Quality Manager or his/her designee. Except as is otherwise provided in this order the Seller's Quality System must remain in effect for the duration of this order. If

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there is any change to the Seller's Quality System, Immediate notification to AGM is required. In addition, Seller's calibration system for inspection equipment shall be maintained in accordance with ANSI/NCSS, Z540-1-1994.

(d) **FAR REGULATIONS:** The following clauses of the Federal Acquisition Regulations (FAR and Supplements) in effect on the date of this order are specifically incorporated herein reference: 52.204-21 Basic Safeguarding of Covered Contractor Information Systems; 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment; 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment; 52.204-26 Covered Telecommunications Equipment or Services-Representation; 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use; 52.211-15 Defense Priority & Allocation Requirements; 52.215-2 Audit & Records-Negotiation; 52.219-8 Utilization of Small Business Concerns; 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products; 52.222-19 Child Labor-Cooperation with Authorities & Remedies; 52.222-21 Prohibition of Segregated Facilities; 52.222-26 Equal Opportunity; 52.222-35 Equal Opportunity for Veterans; 52.222-36 Affirmative Action for Workers with Disabilities; 52.222-37 Employment Reports on Veterans; 52.223-3 Hazardous Material ID & MSDS; 52.223-11 Ozone-Depleting Substances; 52.225-1 Buy American Act-Supplies; 52.227-2 Notice & Assistance Regarding patent & Copyright Infringement; 52.227-10 Filling of Patent Applications-Classified Subject Matter; 52.227-12 Patent Rights-Retention by the Contractor (Long Form); 52.227-21 Technical Data Declaration, Revision & Withholding of Payment-Major Systems; 52.227-6 Royalty Information; 52.232-39 Unenforceability of Unauthorized Obligations; 52.242-17 Government Delay of Work; 52.243-1 Changes-Fixed Price; 52.245-1 Government Property; 52.222-50 Combating Trafficking in Person; 52.222-90 Addressing DEI Discrimination by Federal Contractors. Whenever necessary to make context of the foregoing FAR clauses applicable to this order, the term "Contractor" shall mean this order, and the term "Government", "Contracting Officer", and equivalent phrases shall mean "Buyer"; 52.209.6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (not applicable for commercially available off-the-shelf items); 52.252-1 Solicitation Provisions Incorporated by Reference (The full text of FAR may be accessed electronically at this address: <https://www.acquisition.gov>).

(e) **DFARS REGULATIONS:** The following clauses of the Defense Federal Acquisition Regulations (DFARS) in effect on the date of this order are specifically incorporated herein reference "as if set forth in full text": 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls; 252.204-7009 Limitations on the use of or Disclosure of Third Party Contractor Reported Cyber Incident Information; 252.204-7017 Prohibition of Acquisition of Covered Defense Telecommunications Equipment or Services – Representation; DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements; 252.204-7020 NIST SP 800-171 DoD Assessment Requirements; DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies; 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals; 252.222-7007 Representation Regarding Combating Trafficking in Persons; 252.203-7002 Requirement to Inform Employees of Whistleblower Rights; 252.204-7012 Safeguarding of Unclassified Controlled Technical Information; 252.223-7008 Prohibition of Hexavalent Chromium; 252.225-7048 Export-Controlled Items; 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten; 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation; 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime; 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China; 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System; 252.246-7008 Sources of Electronic Parts

(f) **CUSTOM PARTS THAT LIST GOVT CONTRACT/RATING:** Your company must immediately take steps to complete at least a Basic Assessment (or in the alternative, the Government has conducted a Medium or High Assessment) for all covered contractor systems relevant to your offer that are not part of an information system or service operated on behalf of the Government, and submit your company's summary level scores and other required information to SPRS if your company is subject to implementation of the NIST SP 800-171 security requirements in accordance with DFARS 252.204-7012, Clause 52.204-27 Prohibition on a ByteDance Covered Application (No Tik Tok) here in referenced as if set forth in full text.

(g) **GOVERNMENT FURNISHED PROPERTY** – Title to any Government furnished property shall remain in the Government. Such property shall be used only for the performance of this order. Seller shall maintain and administer, in accordance with sound industrial practices, a program for the maintenance, repair, protect and preservation of "Government Property in Possession of Contractors" (Appendix B, ASPR) as in effect on the date of order, which Manual is hereby incorporated by reference and incorporated in items delivered under this order. Upon completion of this order or at such earlier times as Buyer may request, Seller shall submit in an acceptable form the inventory schedules covering all items of Government furnished property pertaining to this order.

(h) **MISCELLANEOUS:** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If this purchase order/subcontract is \$50,000 or more and you employ 50 or more employees, you may be required to develop an affirmative action program.

(i) **PRICE WARRANTY** – The Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customers purchasing the same items in like or smaller quantities.

25. **SUBCONTRACTS** – Seller agrees not to subcontract for complete or substantially complete parts or work called for by this order without first obtaining the approval of the Buyer. In the event that subcontracting of complete, substantially complete or minimally complete parts/work is allowed, the seller shall apply appropriate controls to their direct and sub-tier external providers, to ensure that requirements of this purchase order are met.

26. **COMPLETE AGREEMENT** – This order which includes any supplement sheets, schedules, exhibits and riders annexed by Buyer hereto, contains the complete and entire agreement between the parties and supercedes any previous communications, representations or agreements, whether verbal or written with respect to the subject matter hereof.

27. **ETHICS** – Buyer's agents and employees are prohibited from soliciting or accepting kickbacks, bribes and inappropriate gifts and entertainment. Seller is required to avoid any action to induce Buyer's agents and employees to accept any improper consideration, whether legal or illegal. Seller warrants that no such consideration has been offered or provided to any Buyer agent or employee. Buyer reserves the right, and by acceptance of an order, Seller hereby agrees to permit Buyer, to audit any of Seller's records that are deemed necessary by Buyer to ensure compliance with this ethics policy.

28. **C-TPAT** – Sellers are advised that shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers MUST BE with transportation companies that are validated under the C-TPAT program.

29. **PRODUCT SAFETY-** AGM Container Controls, Inc. is a seller for aerospace, space and defense products. As such, any product or service supplied to AGM Container Controls, Inc. may end up in an aerospace, space or defense application. Therefore, it is imperative that no nonconforming product is shipped to AGM. **If, during completion of AGM's purchase order or at any time thereafter, Seller has reason to suspect that nonconforming product has been or may have been shipped to AGM, Seller shall immediately notify AGM, identify the affected part numbers, lot numbers (where applicable), quantities, and nature of the nonconformance, and take appropriate containment actions.**

30. **31 U.S.C.1352** - Seller declares they are in compliance with 31 U.S.C. 1352 which prohibits a recipient of a Federal contract, grant, loan or cooperative agreement including the extension, continuation, renewal amendment or modifications ("Award") from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. **In addition**, if the order is greater than \$150,000 AGM requires a certification from the supplier and all sub-tier suppliers declaring each company's compliance with this clause. Seller further declares that in the event it receives an Office of Management and Budget (OMB) Standard Form LLL, Disclosure Lobbying Activities ("SF-LLL") from a seller at any tier in connection with an AGM purchase order, or an update to an SF-LLL, seller will provide such disclosure to AGM not later than 20 days after the end of the most recently completed calendar quarter.

31. **CONFLICT MINERALS-** AGM requires its sellers to undertake reasonable efforts to eliminate Conflict Minerals, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, that originate in DRC conflict zones. If Seller's products contain any Conflict Minerals, Seller shall immediately notify AGM. Seller shall provide a completed Conflict Minerals Reporting Template to AGM upon request.

32. **CALIFORNIA PROPOSITION 65-** Seller shall inform AGM of any substances in the Seller's product(s) being provided to AGM that are on California's Proposition 65 list. The list of substances is available online at www.oehha.ca.gov/proposition-65/proposition-65-list.

33. **FLOW-DOWN** - The seller shall flow down all requirements from AGM's purchase order, quality notes, terms and conditions and all other requirements to all employees, sub-tier suppliers, or any other interested parties, as necessary, in order to ensure full awareness and compliance to all such requirements is achieved.

34. **PRODUCT CHANGES** - Some or all of the products acquired under this agreement will be incorporated into higher level assemblies for critical government applications; even minor changes to Seller's products or processes may necessitate requalification or produce unacceptable results in higher level assemblies. Seller expressly commits to: 1) maintain a robust sourcing/quality process for the products delivered hereunder; 2) rigorously comply with the notification requirements specified below; and 3) include provisions with its sub-tier suppliers that are adequate to implement the requirements of this provision. **Prior Approval - Form/Fit/Function Alterations:** Seller will not implement, or otherwise deliver to AGM, products incorporating any alterations to product form, fit, or function without the express written approval of AGM. **Prior Notification - Material Changes:** Prior to delivering any products incorporating a "material change", Seller shall provide advance notice to AGM in sufficient time to reasonably evaluate the proposed change and, if necessary, to place an end-of-life order for the unchanged product, but in no event shall Seller's notice be less than 30 calendar days. For purposes of this clause, a "material change" is any alteration to the design, technical specifications, materials, component sourcing, or production process, facilities, or location whether instigated by Seller or its sub-tier suppliers.

35. **RECORD RETENTION AND DISPOSITION** – Unless a longer period is specified by AGM's purchase order or by law or regulation, Seller shall retain all records related to this purchase order for three (3) years from the date of final payment received by AGM. Records related to this purchase order include, but are not limited to, financial, proposal, procurement, specification, production, inspection, test, quality, shipping and certification records. Seller shall notify AGM ninety (90) days prior to the destroying of records (paper or electronic) at the end of their retention period.

Revision 6 = C-TPAT, Section 27 added. Addition to Section 23(e)

Revision 7= Product Safety, Section 29 added.

Revision 8= Removed "2008" from ISO9001:2008/AS9100 in Section 23C

Revision 9= Addition to Section 23 (g)

Revision 10=Addition to Section 23 (d)

Revision 11 = Added Section 30

Revision 12= Added Section 31

Revision 13= Updated Section 31

Revision 14- Added Section 32, and updated term supplier to seller.

Revision 15-Added to Section 23 (f)

Revision 16- Additions to AGM General Terms and Conditions Section 23 (d) and (f):

Revision 17- Additions to AGM General Terms and Conditions Section 23 (d)

Revision 18- Additions to AGM General Terms and Conditions Section 23 (e) and (f):

Revision 19 – Addition to Section 29. Added Sections 33-35.

Revision 20 – Additions to the AGM General Terms and Conditions Section 23 (e)

Approved By: Alex Moreen, Purchasing Manager

Form 7.4.5, Rev 22 Issue Date: 07/14/2026

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Revision 21 – Additions to AGM General Terms and Conditions Section 23 (d)

Revision 22 – Added section 9 for Competence. Added additional info to section 29 regarding Escape Notification