

AG Machining & Industries, Inc.
Purchasing Standard Terms & Conditions Agreement

General: The Terms & Conditions herein established by AG Machining & Ind., Inc. (“us”, “we”, “our”) apply to all AG Machining & Industries, Inc. Purchase Orders unless otherwise noted.

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required must be performed by qualified personnel.
3. Our organization reserves the right to verify our suppliers’ Quality Management System Standard Requirements include:
 - a. a system for validating their processes in regards to calibration or processing.
Suppliers performing NDT, plating, paint, and any other special processes shall control these processes and shall maintain records of such.
 - b. Suppliers shall apply appropriate controls as defined per the PO and the standards to their direct and sub-tier external providers.
4. The supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any tests, inspection plans, or verifications.
6. Our organization reserves the right to designate requirements for inspection/verification, investigation or auditing.
7. The supplier is required to:
 - a. Notify our organization of nonconforming product.
 - b. Obtain our organizational approval for nonconforming product disposition.
 - c. Notify our organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility locations, and where required, flow down to the supply chain the applicable requirements including customer requirements.
 - d. Notify our organization of changes in a purchased product that affect the ability of the product to meet specified purchase requirements.
8. When supplying a shelf-life product, the supplier is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment unless otherwise noted on the PO.
9. The supplier shall retain all records associated with the Purchase Order for 5 (five) years unless otherwise specified by purchase order.
10. Right of access by our organization, our customer and regulatory authorities to the applicable areas of all facilities at any level of the supply chain involved in the order and to all applicable records.
11. Unless otherwise specified on the purchase order, all specifications listed apply to the latest revision level and must be certified at that level.
12. Mandatory FAR and DFAR Clauses are hereby invoked as applicable.
13. ITAR / EAR conformance is required when stated on the purchase order or accompanying documentation.
14. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Colorado, USA.
15. All provisions of the Defense Priorities and Allocation System regulation 15CFR700 must be followed when identified on the purchase order.
16. Conflict metals are refined from minerals columbite-tantalite (tantalum), cassiterite (tin), and wolframite (tungsten). All suppliers supplying raw material or product which includes elements of tin, tantalum, tungsten, or gold SHALL follow a DRC conflict-free sourcing policy and are responsible in ensuring materials provided to AG are DRC conflict-free.
This policy statement reflects AG Machining & Industries’ commitment to social responsibility in an effort to ensure that we do not directly or indirectly engage with suppliers where a reasonable risk exists that they are sourcing from, or linked to, any party committing human rights or related abuses.
AG Machining & Industries is also committed to promoting environmental awareness in an effort to minimize residual footprints and maximize future generations’ access to clean air, clean water, and natural resources and requests such of its suppliers.

AG also promotes the importance of ethical behavior in the work place and expects the same from its suppliers.