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TERMS AND CONDITIONS OF PURCHASE

General

These General Terms and Conditions shall, to the exclusion of terms and conditions applied by third parties, govern all requests for quotations made by companies of GSW Manufacturing, Inc.(GSW) and any of its subsidiaries to a third party and/or Supplier, as well as all agreements and acts, whether of a preparatory or executorial nature, which are related thereto, such as quotations, order confirmations, purchasing orders, orders and delivery dates, etc., except to the extent that these General Terms and Conditions specify otherwise.

Deviating conditions shall only apply to the extent that GSW expressly agrees to them in writing, including GSW Authorized Signature, and they shall apply exclusively to the agreement(s) for which they are made.

In these General Terms and Conditions, "Goods" shall be understood to include, but not limited to, materials, components, manufactured parts or assemblies, tooling, equipment, software, subscription software, firmware, databases, documentation and the results of services.

1. Requests for Quotations

- a) All requests for quotations (RFQ) and all information furnished in this context by or on behalf of GSW may contain proprietary data and information. Each RFQ shall be treated with confidentiality and may only be used to prepare for the submission of a quotation. Except where required in preparing for the submission of a quotation or where permitted, any kind of reproduction or publication of, or part of, a request for a quotation shall be prohibited in any form.
- b) If an RFQ explicitly deviates from these General Terms and Conditions, said deviations shall prevail. The applicability of the Supplier's own general terms and conditions is hereby expressly ruled out.
- c) All Supplier quotations are required to be received in complete form by the GSW Purchasing Department within two (2) business days of GSW Request for Quote date.
 1. Supplier Quotes are required to be returned in GSW-provided format, while Supplier Quote format may be in copy.
 2. Quotes from Suppliers will be considered complete upon GSW's receipt of Supplier Quote, and when applicable GSW Supplier Questionnaire (QSF-414-2), completed in full.

2. Agreement

- a) A quotation from a Supplier shall be firm and unmodifiable for a period of thirty (30) days after its receipt by GSW, unless the RFQ stipulates a different period.
- b) GSW shall always be entitled to terminate negotiations without giving reasons and without being liable to compensate the other party.
- c) An agreement shall be deemed to have been concluded when GSW accepts a written quotation by means of placing a written order. If, however, the order is sent after expiry of the period referred within said quote, or if the order deviates from the quotation, the agreement shall be deemed to have been concluded in accordance with the order, unless the Supplier rejects the order in writing within one (1) business day of GSW's sent date of said order.
- d) The following items shall form an integral part of the agreement (collectively, the "Agreement"):
 1. The GSW purchase order or credit card order
 2. GSW Terms and Conditions of Purchase (QSF-414-1), per this document

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3. GSW Supplier Quality Manual (QSF-414)
4. Supplier quotation
5. GSW Supplier Questionnaire (QSF-414-2)
6. GSW RFQ
 - a. In the event of any inconsistency between the provisions contained in different documents, the terms of these Terms and Conditions of Purchase shall control, but thereafter the documents shall prevail in their chronological order, with most recent date taking precedence.
 - b. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions will not be affected.
- e) If the Supplier has not made an offer or has made a verbal offer, the Agreement shall be deemed to have been concluded by the Supplier (1) accepting, in writing, a written order from GSW, or (2) commencing performance on GSW's order.
- f) Supplier requests to amend and/or supplement active GSW agreements must be submitted in writing and approved by authorized GSW personnel. GSW holds the right to approve or deny requested amendments and/or supplements based on projected impact to GSW operations and/or expected added costs to GSW.
 1. Written request for amended Supplier fixed lead time must be submitted to, and approved by, **GSW Purchasing** outside of fixed lead time, per current agreement.
 2. Written request for alternate shipping instructions and/or Incoterms must be submitted to, and approved by, **GSW Purchasing** prior to shipment being released from Supplier's ship-from location.
 - a. **Contact the appropriate GSW Representative, with a copy to GSW Purchasing (Purchasing@gswiring.com).**
- g) Without limitation by the foregoing, Supplier shall indemnify and hold GSW harmless from and against any damages or liability (including reasonable attorney's fees and litigation expenses) asserted against GSW and based upon or arising out of Supplier's failure to perform any of its obligations or duties in connection with any Purchase Order. The provisions of this Section shall survive the termination of this Agreement.
- h) Supplier shall not, without the prior written consent of GSW, assign, transfer, or encumber, in whole or in part, any or all of its rights or obligations under any Purchase Order (including any claim, credit, or debt thereunder) to any third party.
- i) All Purchase Orders will be interpreted and enforced under the laws of the State of Ohio, U.S. (including, without limitation, the provisions of the Uniform Commercial Code as adopted by Ohio), without reference to the conflict of laws provisions thereof, and the parties agree that any action or proceeding arising out of, or in connection with, any Purchase Order will be brought exclusively in a state or federal court in the State of Ohio. The parties expressly disclaim any application of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

3. Quality

- a) The Goods supplied must satisfy the provisions of this Agreement, and meet requirements and expectations per GSW Manufacturing, Inc. Supplier Quality Manual (QSF-414). They shall not be deemed to have satisfied the provisions of the Agreement if they do not possess the properties which GSW ordered pursuant to the Agreement and GSW Supplier Quality Manual.
- b) GSW shall be entitled to reject Goods because they do not satisfy the provisions of the Agreement, provided that GSW informs the Supplier accordingly within timely manner after having discovered this to be the case.
- c) The Goods delivered must be free from all third-party charges, limitations and rights, including limitations and rights which result from or are connected with intellectual property rights, with the exception of third-party charges, limitations and rights which the Supplier informed GSW about in writing and which GSW has expressly accepted in writing. The Supplier shall hold GSW harmless against third-party claims in this respect, wherever and whenever such claims might be instigated, and against all damages and costs which GSW might incur in this connection.

4. Compliance

- a) Goods shall satisfy all current governmental and safety regulations as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale.
- b) Complete Material Safety Data Sheet (MSDS) information will be provided by Supplier, if applicable. Supplier warrants that it will comply with all applicable laws, regulations, ordinances, and orders in performing GSW's Purchase Orders and will furnish GSW and its designees with such certificates or reports of legal compliance as GSW may request from time to time.
- c) Supplier agrees to comply with all International Material Data System (IMDS) regulations and have all material details readily available as requested.
- d) C-TPAT certificate copies will be provided to GSW upon request, when applicable, per GSW Manufacturing, Inc. Supplier Quality Manual (QSF-414). Neither party shall violate any statute, law, regulation, or order in connection with the operation of its business or the performance of these Terms and Conditions or any Purchase Order. Supplier shall pay all taxes and license fees imposed on the manufacture and sale of Goods and conduct of its business.
- e) Supplier agrees to provide all import/export regulated information, per GSW Manufacturing, Inc. Supplier Quality Manual (QSF-414)
 - 1. **Contact the appropriate GSW Representative, with a copy to GSW Import/Export Department (ImportExport@gs wiring.com).**
- f) Supplier agrees to ensure Conflict Mineral Compliance throughout Supplier's supply chain, per GSW Manufacturing, Inc. Supplier Quality Manual (QSF-414).

5. Testing and Inspection

- a) GSW shall be entitled to test and/or inspect the Goods for, amongst other things, damage, quantity, and quality.
- b) The Supplier shall be obliged to render, free of charge, all reasonable cooperation required by GSW within the context of the testing and inspection, including the granting of access to the Supplier's facilities and the provision of personnel expertise.
- c) Should the Goods be determined noncompliant with any order, the Supplier shall have no claims against GSW if the Goods are partially or totally rejected.
- d) Should GSW reject the Goods or find them not to be in compliance during an inspection, the Supplier shall receive a request for "Return Material Authorization" from GSW. Should the Supplier fail to satisfy this obligation, GSW shall be entitled to dispose of said Goods at Supplier's expense, without prejudice to any of GSW's other rights or claims.

6. Delivery and Transfer of Title

- a) The Supplier shall deliver the Goods within the agreed period to the appropriate "Ship To" location, per this Agreement, including, but not limited to GSW shipping instructions and preferred carriers. Deviations without formal GSW approval, as written in Section 2 of this document, may cause Supplier to be subject to GSW recovered cost, per GSW Manufacturing, Inc. Supplier Quality Manual (QSF-414)
- b) GSW shall acquire title to the Goods as soon as the Goods are approved or found to be in order, per the Agreement.
- c) GSW is not obligated to accept early, late, partial, or excess deliveries.
- d) Packing. In the absence of specific instructions, Supplier shall pack, label, and ship all Goods in a commercially reasonable manner to secure the lowest transportation cost and greatest safety of the Goods. GSW's count of Goods will be final as to all shipments.

7. Risk of loss

- a) The risk of loss attaching to the Goods shall pass to GSW in accordance with this Agreement, and the latest revision of *Incoterms® – International Commercial Terms* - <https://iccwbo.org/>.
- b) Supplier shall maintain comprehensive general liability (including products liability coverage), fire, casualty, and theft insurance, and workers compensation coverage, covering Supplier, its facilities,

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inventory, and other property, with such insurance in such amounts and in such forms as are commercially acceptable to GSW. Supplier shall provide GSW with written proof of said insurance upon request.

- c) In the event that GSW rejects the Goods, finds them not to be in order during inspection, or invokes its right to terminate the Agreement on reasonable grounds or its right to have the Goods replaced, the risk of loss attaching to the Goods shall be deemed to have remained with the Supplier throughout.

8. Tooling

- a) All dies, jigs, fixtures, drawings, molds, patterns, templates, gages, etc. (collectively, "tooling") that GSW provides or pays the Supplier to make or buy for use in performing or manufacturing Goods are at all times the property of GSW or GSW's customers, as the case may be.
- b) At its own expense, Supplier will repair and maintain the tooling, keep it in good working condition and replace it when necessary for any reason, including normal wear and tear. All tooling shall be plainly marked and identified by Supplier as "Property of GSW" (or as otherwise directed by GSW. All tooling will be stored separate and apart from Supplier's property.
- c) Supplier will use tooling exclusively to produce Goods for GSW and for no other purpose or customer. GSW is not obligated to pay for tooling until Supplier has provided an itemized listing and adequate cost records of tooling and GSW has accepted samples and first mass production run of product for GSW.
- d) Supplier is responsible for any loss or damage while in possession of tooling and will maintain adequate insurance coverage for replacement of GSW tooling.
- e) Upon expiration, cancellation, or termination of any order, Supplier will hold tooling and any operation sheets, process data, or other information and equipment necessary to show its use, at no charge, pending receipt of GSW's instructions about its removal or disposition; transportation charges will be at GSW's expense.
- f) Supplier acknowledges that GSW, or GSW's customer, has title to and rights in the tooling, all accessories, and attachments thereto all substitutes and replacements therefor, and all proceeds therefrom.
- g) Supplier authorizes GSW, or GSW's customer, or their agents, on Supplier's behalf and as its attorney-in-fact, to (1) prepare, sign and file Uniform Commercial Code financing statements and amendments thereto and similar documents as they deem necessary to evidence their ownership of the tooling; and (2) enter Supplier's facility and take possession of the tooling at any time during reasonable business hours.

9. Prices, Charges, Invoices and Payment

- a) All prices and charges shall be deemed to include all direct and indirect costs per GSW Supplier Agreement.
 - 1. Unless otherwise provided in a Purchase Order, all prices are F.O.B. GSW's designated place of delivery, and include all taxes, duties, or government fees related to the Goods (except taxes based on Supplier's net income, revenues and the like), including without limitation any applicable Ohio Commercial Activities Tax, rental tax, or other state charges or foreign taxes on Supplier's sales to GSW.
 - 2. Supplier is required to itemize charges and surcharges on separate lines of invoice
 - 3. Supplier Payment and Financial Institution Form (QSF-414-6) will be provided for GSW Supplier payment setup information.
- b) The agreed upon effective price will be reflected on the Purchase Order. All proposed Supplier price increases are to be submitted in writing 60 days prior to the proposed effective date and are subject to GSW written approval.
- c) The prices and charges shall be fixed, unless the GSW purchase order specifies the circumstances which may lead to price adjustments, as well as the way in which such adjustments are to take place.
- d) Annual Price Reduction (APR) Program is requested of GSW Suppliers, and the Agreement is subject thereto.
- e) Once GSW has acquired title to the Goods, the Supplier shall send its invoices to the address specified by the Agreement.
- f) Invoices which satisfy the conditions of these Terms and Conditions shall be paid per the payment terms of the Agreement.
- g) Monthly Supplier statements are required.

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- h) GSW shall not be required to pay a proportional part of an invoice if it has not received the agreed quantity of acceptable Goods at the agreed address.
- i) Prior to delivery of any Goods, GSW retains a security interest in all work-in-process, raw materials, and finished Goods in the possession of Supplier, and Supplier authorizes GSW to (1) file financing statements relating thereto; and (2) enter Supplier's facility and take possession of such work-in-process, raw materials, and finished Goods in the event of termination of this Agreement.
 - 1. In the event of any failure to deliver Goods on time, Supplier acknowledges that GSW shall incur immediate and irreparable injury due to a late delivery, and that GSW shall have the right to seek injunctive relief, without need the need to post bond, in addition to any damages proven.
- j) Invoices and payments shall take place in USD currency, unless otherwise specified in a purchase order, or the Agreement.

10. Warranty

- a) Supplier warrants to GSW that (1) all Goods will meet all drawings and specifications provided by GSW and conform to GSW quality standards; (2) it will convey good title to the Goods; (3) the Goods will be delivered free from any security interest or lien; and (4) the Goods will be free from defects in workmanship or material, merchantable, and fit for the particular purpose for which required by GSW.
- b) The representations and warranties of Supplier are for the benefit of GSW and its Customers and will extend as long as GSW is selling the Goods to its Customers and for such longer period(s) as may be set forth in the specifications for the Goods.
- c) Without prejudice to the provisions contained in the Agreement, the Supplier warrants that software, firmware, and databases shall be free of viruses and other foreign items at the time of delivery, testing and/or inspection.
 - 1. Supplier is unconditionally authorized to perform the services and deliver the Goods encompassed in the context of the Agreement.
 - 2. Goods are suited to the purpose for which GSW ordered and received them.
 - 3. Employees and third parties whose services the Supplier uses in the performance of its contractual obligations have sufficient and relevant expertise, experience and training.
 - 4. All services rendered and Goods delivered in the context of the Agreement satisfy all relevant laws and regulations, which shall also be understood to include regulations, in, amongst others, the field of hazardous components, certifications and compliance.
 - 5. Supplier possesses the permits and licenses required for the performance of this Agreement.

11. Scheduling and Other Information

- a) Per Supplier agreement, GSW shall furnish to Supplier a summary of GSW's forecast and such other information as may be reasonably necessary for Supplier to fulfill its obligations under each Purchase Order.
- b) GSW honors reasonable Customer schedule changes and requires the same of Suppliers. GSW will provide the Supplier with schedule changes in writing, as well as timely communications to support necessary schedule changes.
- c) GSW may change the rate of scheduled shipments or temporary suspend scheduled shipments without penalty.
- d) GSW shall not be held accountable, financially or in any way, for Supplier's inventory cost outside of firm orders and supplier agreements.
- e) Service Parts. Supplier will provide GSW with service and replacement Goods for at least ten (10) years after Supplier terminates production of the Goods. The price of the service or replacement parts will be determined through good faith negotiations between the parties.

12. GSW Engineering Changes

- a) GSW reserves the right to make changes to drawings, specifications and/or other description for any materials or items used in any Purchase Order. GSW will provide said changes in writing and suggest agreement amendments where necessary.

13. Patents

- a) Supplier warrants and represents that the manufacture, sale and use of the Goods ordered hereby will not infringe any United States or Foreign patent rights, and Supplier agrees to indemnify GSW and its customers or users of the Goods against all suits, costs and expense, including reasonable attorney's fees.
- b) Supplier further agrees that it will, upon request of GSW and at the Supplier's own cost and expense, defend any suit or action which may be brought against GSW or its customers and users of the Goods hereby ordered, by reason of any infringement or alleged infringement of any patent arising out of the sale or use of the Goods hereby ordered.

15. Partial Cancellation and Termination

- a) GSW reserves the right to cancel any Purchase Order if not filled within the time specified in any Purchase Order.
- b) Partial delivery or performance will not extend the final delivery date beyond that specified unless agreed to in writing by authorized GSW personnel. In the event of delay in receipt of Goods through no fault of GSW, GSW reserves the right at its option, to cancel the entire order or that part of the order not delivered.
- c) Acceptance of Goods after the specified delivery date shall not be construed as a waiver of GSW's right to recover for late delivery. Notwithstanding any agreement to pay freight, express, or other transportation charges, the risk of loss or damage in transfer shall be upon the Supplier.
- d) On termination of any Purchase Order, GSW will be liable to Supplier solely for unpaid invoices for conforming Goods previously shipped and for Supplier's reasonable, documented costs of raw materials, work in process and finished Goods that cannot be canceled without penalty or sold in the general trade, not to exceed the volumes specified in said Order, regardless of Order type, and payable only after GSW's receipt of such materials, work in process, and finished Goods.
- e) GSW's obligation upon termination of any Purchase Order shall not exceed the obligation GSW would have had to Supplier in the absence of termination.
- f) Termination for Cause. Either party may terminate this Agreement in the event that: (1) the other party is in default and such default is not cured within thirty (30) days after written notice of such default; (2) the other party is subject to any governmental action which suspends or terminates its business; (3) the other party makes a general assignment for the benefit of creditors; suspends business; makes a voluntary assignment of all or substantially all of its property; files a voluntary bankruptcy petition; following any involuntary bankruptcy petition, such petition is not vacated within thirty (30) days from the date of filing; or a receiver or custodian is appointed and not vacated within thirty (30) days from the date of such appointment; or (4) the other party discontinues its existence or merges or consolidates with any other entity without the prior written consent of the other party.

16. Force Majeure Clause

- a) In this Clause "**Event of Force Majeure**" means an event beyond the control of the GSW and the Supplier, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - 1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves floods, epidemic and pandemic);
 - 2. quarantines, government orders or laws, actions, or restrictions, stay-at-home directives, travel restrictions, or other public requirements, whether valid or invalid, or other state or national emergencies;
 - 3. unforeseeable shortage of raw or component materials or parts, or any failure or delay of a Party's suppliers or subcontractors due to any Event of Force Majeure;
 - 4. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;

5. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 6. contamination by radioactivity from any nuclear fuel, or from nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 7. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
 8. acts or threats of terrorism or cyber-attacks.
- b) Consequences of Force Majeure Event
1. Neither GSW nor the Supplier shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.
 2. The “Affected Party” prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 3. If and to the extent that the Supplier is prevented from executing the Services by the Event of Force Majeure, while the Supplier is so prevented the Supplier shall be relieved of its obligations to provide the Services but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable and in accordance with good and prudent operating practices, PROVIDED that if and to the extent that the Supplier incurs additional Cost in so doing or requires additional time to perform under this Agreement, the Supplier shall advise GSW in writing of the amount and components of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Supplier having taken reasonable steps to mitigate the Cost) and/or the requested additional time to perform. The Parties will thereafter negotiate in good faith concerning such requested change. If the parties are unable to reach agreement on any change within thirty (30) days after the notice of an Event of Force Majeure, the issue shall be resolved by arbitration in Columbus, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
 4. If and to the extent that GSW is required to amend open orders for Supplier product or services by the Event of Force Majeure, while GSW is so impacted GSW shall be relieved of its agreed obligations to amended orders and delivery acceptance but shall endeavor to continue to improve amendments under the Contract so far as reasonably practicable.
 5. If an Event of Force Majeure results in a loss or damage to the Facility, then Supplier shall rectify such loss or damage to the extent required by the GSW, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Supplier for the loss or damage) is borne by the GSW (the Supplier having taken reasonable steps to mitigate the Cost).

17. Confidentiality

- a) All documents furnished to the Supplier are solely for the purpose of doing business with GSW. These documents shall be controlled by the Supplier and must not be transmitted to others without the prior written approval from GSW.
- b) GSW Mutual Confidential Disclosure Agreement (QSF-B-437) is required to be signed by authorized Supplier personnel.

18. Dispute Resolution

If there is a bona fide dispute between the parties, the parties will use their best efforts to resolve such dispute expeditiously through good faith negotiations or by arbitration in Columbus, Ohio, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) then in effect; provided, however, that GSW may pursue any other legal remedies with respect to repossession of any Goods, tooling, or other GSW property.

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GSW Terms & Conditions of Purchase are agreed upon and accepted per the following Supplier acknowledgement.

Supplier Company Name (Print) _____

Representative Name (Print) _____ Title _____

Authorized Signature _____ Date _____

Return signed copy to:
purchasing@gswiring.com

G.S.W. Manufacturing Inc.
P.O. Box 1045
1801 Production Drive
Findlay, OH 45839-1045

APPENDICES

QSF-414 GSW SUPPLIER QUALITY MANUAL
QSF-414-2 GSW SUPPLIER QUESTIONNAIRE
QSF-B-437 GSW MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT
QSF-414-6 SUPPLIER PAYMENT AND FINANCIAL INSTITUTE FORM