



General Terms & Conditions (Purchasing)

1. Contract conclusion

Any orders will be subject to the following purchasing conditions even if we do not explicitly refer to these in future orders. Any other terms and conditions only apply if we have approved them in writing. Any other terms and conditions for delivery that may be included in documents such as order confirmations will not be accepted even if we do not waive these explicitly on receiving the order confirmation. They are not part of the contract. Any partial payment or acceptance of partial deliveries by Westfalia does not imply acceptance of any terms and conditions other than our order conditions.

Only orders placed by our purchasing department in writing or confirmed in writing are binding upon Westfalia. Purchase orders may be transmitted to Seller electronically. Westfalia may at any time make changes to the drawings, designs or specifications, method of shipping or packing and/or work covered hereby, and Seller agrees to promptly make such changes. The Seller agrees to contact the Westfalia buyer if a change cannot be immediately incorporated to determine a date of incorporation mutually agreed with the Westfalia buyer.

Any changes to this order shall be made in writing or by electronic communication.

Commitments made orally or by telephone are not binding upon Westfalia. Westfalia may withdraw written applications and orders which are not confirmed within 14 days.

2. Prices, packaging surcharge

Unless otherwise agreed, prices are quoted as fixed prices free recipient as per art. 5.

3. Payment/assignment of receivables

Payments are made using the payment instruments of our choice and subject to agreed terms and conditions. If the invoice is received before the receipt of goods, the payment terms start at the time the last portion of delivery is received. We are not in default unless we receive a reminder.

If premature deliveries are accepted, payment terms are based on the agreed delivery date.

In the event of an incorrect delivery, we may retain payment until correct fulfillment.

Payment is based on the quantities, dimensions and weights as determined on our premises.

If we make payment in advance on an exceptional basis, we may request the contractor to provide a guarantee.

Trade receivables against Westfalia may not be effectively assigned without the written approval of Westfalia. At the time the goods are dispatched, a copy of the invoice shall be sent to Westfalia.

4. Delivery times

Delivery dates, delivery times and lead times are binding.

If the contractor is in default of delivery or service provisions, we may request compensation for damage caused by delay. Furthermore, we may set an appropriate period of grace without the need for a warning of refusal. After the ineffective expiry of such a period of grace, we may claim compensation for damage due to non-fulfillment or withdraw from the contract. Acceptance of late delivery does not imply waiver of any claims for damages.

If the contractor foresees any difficulties in material sourcing or production or in the event of circumstances beyond his/her control which might impede delivery in the specified quality in good time, the contractor must notify our purchasing department immediately. Failing such notification, he/she shall be liable in the same way as for a delivery delay caused by him/her.

Collective action, disruption of operations and events of Force Majeure shall relieve Westfalia from the obligation to accept deliveries throughout the duration of such an event.

In these cases, as well as in the event of cessation of business or insolvency of our purchasers, we may at our discretion request delivery at a later date than agreed or withdraw from the contract as far as this has not yet been fulfilled by the contractor without causing any claims for damages by the contractor against us.

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5. Dispatch, cost, expenses

Dispatch shall be made free of cost at the supplier's risk. If a price ex supplier's works has been agreed, delivery shall be made at the lowest possible cost unless we explicitly specify a particular mode of transport.

Any additional costs involved in making an express delivery in order to meet an agreed delivery date must be borne by the supplier.

The risk is transferred to Westfalia once the goods have been received in our works and have been duly delivered to the recipient.

6. Warranty

The supplier guarantees that the delivery is free from defects and specifically that the delivery and service comply with the written agreements, specifications and samples which form the basis of the order as well as applicable standards and the latest accepted state of the art as well as applicable legal and official regulations, in particular accident prevention regulations until 30 months following the date of delivery unless otherwise agreed on a case by case basis. A written notice of defects will put off the statute of limitation for a period of six months. The statute of limitation is the legal status plus six months.

For a period of six months, any material defects are assumed to already have been present at the time of transfer of risk. The guarantee claims of Westfalia are in line with legal regulations.

In the event of gross defects or short deliveries, the supplier waives the objection of late notice of defects.

For a period of six months, any material defects are assumed to already have been present at the time of transfer of risk. In the event of gross defects or short deliveries, the supplier waives the objection of late notice of defects. Complained items are returned at the supplier's cost and risk.

If the case is urgent from the Westfalia perspective or if the contractor does not immediately meet his/her warranty obligations, Westfalia is authorized to repair defective parts at the contractor's cost and to remove any damage.

If it turns out that due to a material defect, materials and wages have been applied by Westfalia in vain, the contractor will be liable to refund these expenses.

7. Liability claims

If Westfalia is made liable due to material defects based on legal liability facts, in particular based on liability resulting from the product liability act or due to the infringement of safety regulations, the contractor must release Westfalia from any liability as far as the contractor's delivery or service is defective and has been the cause for such damage.

8. Provision

Any materials of any kind provided by Westfalia remains our property and may only be used as intended.

Any treatment or processing is carried out for Westfalia without any obligation on the part of Westfalia. The work result remains the property of Westfalia

In the event of a combination with material of third parties, Westfalia will acquire co-ownership in the total item on a pro-rata basis of the value of the provided material to the value of combined third-party material.

Any provided material shall be stored separately in a well-organized manner and identified as belonging to Westfalia and shall be insured against fire, water, theft and catastrophes at the sellers expense. Westfalia shall immediately be notified of any third-party access and the cost for any required interventions shall be borne by the seller.

9. Industrial property rights, confidentiality

The seller is liable for making sure that no patents or other third party industrial property rights in the United States or abroad are infringed by the delivery or service and their use by Westfalia unless our developments are exclusively involved.

The contractor is particularly liable for all damage resulting to Westfalia, our purchasers and successors due to the infringement of such industrial property right including any expenses in and out of court.

The contractor shall treat as confidential Westfalia orders, as well as all related commercial and technical details and he/she shall place any subcontractors under the same obligation.

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The contractor may only refer to this business relationship for promotional purposes with the prior written approval of Westfalia.

10. Manufacturing equipment

The cost for manufacturing equipment required for the production of delivered items as well as their maintenance and repair shall be borne by the seller unless otherwise agreed in writing.

If Westfalia bears the cost for the production of manufacturing equipment which is produced or procured by the seller, this manufacturing equipment will become the property of Westfalia once samples have been approved. Instead of delivering the manufacturing equipment, the seller may store it on the behalf of Westfalia. This manufacturing equipment may only be used for deliveries intended for Westfalia.

At the request of Westfalia, the equipment shall be delivered to us free of charge at any point in time unless it is needed to meet ongoing delivery obligations. The risk of loss or deterioration of manufacturing equipment shall be borne by the seller until the time of delivery to us.

Any manufacturing equipment as well as any kind of documentation provided to the supplier, including samples, drawings, models or similar items shall be returned upon request unsolicited and free of charge as soon as they are no longer needed to carry out the order. Products manufactured based on Westfalia documents, confidential specifications or using Westfalia tools must not be used by the supplier nor must they be offered or supplied to third parties without approval to do so in writing.

11. Work performed on our premises

Persons carrying out work on Westfalia premises to fulfil the contract must comply with the instructions applicable to accessing and leaving our premises. They must comply with the provisions of the applicable plant regulations. The relevant accident prevention regulations as well as the accident prevention regulations applicable to Westfalia works may be provided upon request at any point in time.

Westfalia does not assume any liability for accidents happening to such persons on our premises unless they are due to intent or gross negligence by the management team and/or executives of the company.

12. Place of performance and place of venue

The place of performance for deliveries and services shall be the place of receipt specified by Westfalia. The place of venue shall be Connecticut, USA. Westfalia may sue the seller at our discretion at his/her general place of venue.

13. Partial invalidity – applicable law

If any provisions are invalid in whole or in part, the remaining provisions shall remain in force. The legal relationship is exclusively based on US law for the International Sale of Goods.

14. Compliance with laws

Seller agrees to comply with all applicable federal, state and local laws, regulations and ordinances and to indemnify Buyer against all liability for Seller's failure to comply. The foregoing obligation includes without limitation compliance with all statutory, regulatory and contractual requirements that may be applicable to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. The foregoing obligation further includes without limitation compliance with all statutory, regulatory and contractual requirements that may be applicable to Seller pursuant to Buyer's status as a contractor with the U.S. Government, the provisions of which are made a part of this purchase order by reference and include, without limitation, (i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); (ii) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr. 2010); (iii) FAR 52.219-8, Utilization of Small Business Concerns (Dec. 2010) (incorporating 15 U.S.C. § 637(d)(2) and (3)); (iv) FAR 52.222.26, Equal Opportunity (Mar. 2007) (incorporating Executive Order 11246); (v) FAR 52.222-35, Equal Opportunity for Veterans (Sep. 2010) (incorporating 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a)); (vi) FAR 52.222-36, Affirmative Action for Workers with Disabilities (Oct. 2010) (incorporating 29 U.S.C. § 793 and 41 C.F.R. §60-741.5(a)); (vii) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010) (incorporating E.O. 13496); (viii) FAR 52.222-50, Combating Trafficking in Persons (Feb. 2009) (incorporating 22 U.S.C. 7104(g)); and (ix) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006). To the extent not exempt, 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). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against

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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. In addition, this contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. Within the framework of its commercial dealings with Buyer, Seller is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Seller or other third parties. In the event of violation of the above, Buyer has the right to immediately withdraw from or terminate all legal transactions existing with Seller and the right to cancel all negotiations. The above notwithstanding, Seller is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Buyer.

15. Compliance with trade laws and regulations

Seller will promptly notify Buyer in writing of material or components used by Seller in filling this order that Seller purchases in a country other than the country in which the goods are delivered to Buyer. Seller will notify Buyer in writing in advance of moving or off shoring the production of materials or components used by Seller in filling this order. Seller will furnish Buyer with any documentation necessary to establish the country of origin, appropriate value for Customs clearance, buyer part number and part description, as well as documentation necessary for Customs clearance and other government agency reporting (FDA, FCC, DOT, etc.). Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the purchase price of the goods. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to Buyer, are the property of Buyer. Seller will provide all documentation and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the goods from such country. Seller will provide Buyer or the appropriate governmental authority all documentation and information required by law or regulation to determine the minimum duty to be paid upon the importation of the goods into any country or to obtain any refunds or drawbacks of duties paid. Seller warrants that the information regarding the import or export of the goods supplied to Buyer is true and correct and that all sales covered by this order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

16. Supply Chain Security A. Customs – Trade Partnership Against Terrorism

Buyer participates in and supports the U.S. Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. This program is designed to protect the supply chain from the introduction of hazardous or prohibited contents in shipments to the United States or to any of Buyer's facility, sub-tier supplier, or customer, wherever located. Shipments through U.S. importers, from manufacturers in foreign countries, and through U.S. brokers, freight forwarders, and/or carriers should be with certified and validated C-TPAT transportation companies unless otherwise approved by Buyer. Information about C-TPAT may be found at www.cbp.gov. Seller is expected to comply with the requirements of the C-TPAT initiative, whether or not a participant, and will provide Buyer with necessary documentation through Buyer's web based C-TPAT Secure system supporting compliance upon request of Buyer. Seller will provide this document to the Buyer in the manner requested by the Buyer. Failure to comply will automatically rate the Seller's supply chain security level as "High Risk".

17. Free trade agreements and tariff preference programs

Seller must provide Buyer product country of origin information under various Trade Programs, e.g., the US-MCA/CUSMA/T-MEC (hereafter USMCA), US - Chile Free Trade Agreement, US - Australia Free Trade Agreement, U.S. Colombia Free Trade Agreement, Dominican Republic-Central America Buy America, General System of Preferences or other relevant, existing or future trade agreements or tariff preference programs. If required by Buyer, based on the origin of the product under the relevant rules of origin, Seller will complete and deliver to Buyer a certificate of origin or affidavit appropriate to the relevant Trade Program, and any other information necessary to enable Buyer to satisfy Buyer's obligations in utilizing such Trade Programs. Seller must continuously monitor Seller's materials sourcing, bills of material, and/or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Buyer as required by such Trade Programs. If any such change affects origin information or a certificate of origin provided to Buyer, Seller must immediately notify Buyer in writing within the time allotted by the relevant Trade Program. Seller further agrees to comply with recordkeeping requirements under the applicable Trade Program. It is important that reasonable care be demonstrated in the preparation of these documents. The reasonable care standard became law on January 1, 1994 and places additional burdens and requirements on the public sector that deals with CBP, whether directly or indirectly.

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18. Importer Security Filing (ISF) requirements for ocean imports into USA

CBP requires an ISF to be filed for all shipments traveling to the U.S. via Ocean Carrier. Sellers must provide all ISF filing data elements to Buyer. Failure to do so may result in a NO LOAD ORDER and/or substantial penalties per occurrence. If the ISF information is not supplied within the timeframe required or is not supplied accurately and correctly, then additional expenses incurred due to fines and/or no load mandates (storage, demurrage, etc.) and delays in the Supply Chain, will be at Seller's expense. Penalties and additional costs resulting from changes in mode of transportation or storage charges due to Seller's failure to provide ISF data elements timely and accurately will also be at Seller's expense. Buyer expects that all ocean shipments will arrive on schedule and that there will be no cause for production or service delays due to failure to comply with the ISF regulations.

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