1 Definitions and introduction


2 Your conditions excluded

If you seek to impose additional or different terms on our purchase, they will not form part of the Contract and are excluded and rejected by these General Purchasing Conditions.

3. Delivery

3.1 You must deliver goods and/or services that we order in accordance with the delivery terms and dates set out in the Contract. If any goods and/or services are not delivered on time or are delivered incorrectly, we may terminate the relevant Order.

3.2 Goods must be delivered DDP (as defined in current Incoterms), unless another part of the Contract states different delivery terms. Ownership of the goods you deliver will transfer to us on delivery.

3.3 All goods must be packaged so as to protect them adequately before, during and after delivery and, if each delivery is to be acceptable to us, by a certificate of conformity and/or an up-to-date material safety data sheet.

3.4 Defective delivery or performance may be excusable only for natural disasters, governmental restrictions or war, and only to the extent they are unforeseeable, the delay is beyond your reasonable control, and you give us prompt written detailed notice.

4 Quality, rejection and indemnity

4.1 Any goods supplied by you must be: (i) of the quantity and description specified in the Contract; (ii) of satisfactory quality; (iii) fit for their normal purpose and any specific purpose we inform you about or which you ought reasonably be aware of; (iv) free from defects in design, material and workmanship; and (v) free from any intellectual property rights of any third party; (vii) to comply with all applicable laws, regulations and codes of practice applicable to you; (viii) to comply with all applicable standards, specifications and codes of practice applicable to you; (ix) to comply with all environmental requirements that we agree with you; (x) to comply with any supplementary terms and conditions of purchase that we agree with you; and (vi) of quality and other characteristics or specifications which can be found at www.rhomfg.com, or are otherwise made available to you. If there is any inconsistency between any parts of the Contract, the parts placed higher in the list will prevail.

5.1 We will pay you the price set out in the Contract (which will be inclusive of delivery and environmental requirements that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; and (vi) any other characteristics or specifications which can be found at www.rhomfg.com, or are otherwise made available to you. If there is any inconsistency between any parts of the Contract, the parts placed higher in the list will prevail.

5.2 You will reimburse each member of the Group for all losses, damages, costs and expenses incurred by the Group due to the Group under the Contract or any other contract between you and the Group.

6 Confidentiality and Intellectual Property

6.1 You must not disclose to any other person or entity any confidential information belonging to the Group or any of its divisions, customers, suppliers or collaboration partners (including, without limitation, this contract, specifications, formulae, methods, processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of goods and/or services to us or as expressly authorised in writing by us. You must return to us such information and any copies if requested.

6.2 You must, on request, transfer to us, free of charge and free from encumbrances, any documents, specifications, plans, drawings, samples, information or goods created or prepared for us by you or your employees, subcontractors and consultants, which will be owned by us.

6.3 Intellectual property rights in any information, documentation, prototypes or tooling provided by us to you shall remain owned by us or our customers or our suppliers and shall only be used for the sole purpose of supplying goods and/or services to us. If any intellectual property rights are created or generated from such information, documentation, prototypes or tooling in or performing the Contract then such rights shall be owned by us.

7. Property

7.1 This section relates to all property (including tooling of any kind) and any related intellectual property, documentation and intellectual property rights therein: (i) purchased by us and/or manufactured by you pursuant to an Order; (ii) provided by us to you for use in the supply of goods and/or services or for any other purpose, whether or not modified, repaired or replaced (“Our Property”);

7.2 Our Property (and any scrap resulting from it) is solely owned by us and we shall keep title to it at all times. If we disagree as to who owns any of Our Property, the presumption will be that we do.

7.3 Where you are in possession or control of Our Property it is on a fiduciary basis as our bailee and you have no rights in it. You have a revocable non-exclusive licence to use Our Property at your premises only for performing the Contract until we request its return, which we may do at any time. You may not sub-licence the use of Our Property or use it for any other purpose.

7.4 Risk in Our Property passes to you on delivery and remains with you until it is returned to us. Whilst Our Property is in your possession or control you shall: (i) be responsible for any loss or damage to it (other than fair wear and tear); (ii) store and use it at your premises in a proper and secure manner; (iii) clearly label or identify it as belonging to us; (iv) maintain insurance against all loss or damage; (v) use it with care; (vi) inspect it and maintain it in good order and condition; (vii) immediately notify us if it is lost, damaged or seized; (viii) not modify or tamper with, or attach it to anything, or anything to it; (ix) not part with possession of it or allow anyone else to use it (x) not sell, dispose or encumber it; (x) give us free and unrestricted access to it on reasonable notice during ordinary business hours; (xii) make it available for collection by us at any time and allow us access to your premises to remove it; and (xii) not copy or reproduce it in any way.

7.5 We have an exclusive, irrevocable option to purchase all bespoke tooling owned by you and put in place for the production of goods pursuant to the Contract at its present value.

8. Termination

8.1 We may cancel all or any part of any Order by giving you notice at any time prior to your full performance of the Order and in such event we will not be liable to pay the price for such goods or services.

8.2 We may terminate the Contract: (i) for convenience by providing you with written notice; (ii) immediately if you or your parent company become subject to a bankruptcy or insolvency event or enter into a composition with any of your creditors; (iii) if you breach the Contract, and, if the breach can be remedied, you fail to remedy such breach within 10 days of receiving notice of the breach.

8.3 Termination of all or part of an Order or the Contract will not prejudice our accrued rights.

8.4 You may be required to continue to supply spare parts and related services up to 15 years after termination or expiry of the Contract.

9. General

9.1 You and your suppliers must comply with all applicable laws, regulations and codes including and also with the requirements of the GKN Supplier Code of Conduct available at https://www.gknpm.com/globalassets/downloads/utilities/ics-sales/purchase/purchase/ics-pm-supplier-code-of-conduct.pdf. We have the right to visit your premises on reasonable notice to audit and ensure compliance.

9.2 You must provide us with any information we request relating to the goods and/or services supplied to us, which must be complete and accurate.

9.3 You and your employees, agents and sub-contractors must abide by applicable site and safety rules when on our property and you shall provide evidence of your applicable insurance.

9.4 Our rights or remedies under the Contract will not limit any of our other rights or remedies, whether under the Contract or otherwise.

9.5 You will not be entitled to transfer or sub-contract any of your rights or obligations under the Contract without our prior written consent. Each company within our Group shall have the benefit of the Contract and may purchase goods and/or services pursuant to the terms of the Contract.

9.6 Any failure or delay by us to enforce or partially enforce any provision of the Contract will not be a waiver of any of our rights.

9.7 If any of your employees transfer to us by law then we may dismiss him/her as soon as legally possible and you shall indemnify us for all costs arising from such dismissal.

10 Law and Jurisdiction

The Contract shall be exclusively governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The courts of Bonn, Germany, shall have exclusive jurisdiction to settle any disputes or claims – including non-contractual disputes and claims – that arise out of or in connection with the Contract or its subject matter.