1 DEFINITIONS AND INTRODUCTION

"we", "us" and "our" refers to the applicable purchaser among GKN Sinter Metals St Thomas Ltd, or other members of the Group.

"Group" means GKN plc and all its direct or indirect subsidiaries.

"Order" means any duly signed contract which applies to our purchase of goods and/or services from you;
(ii) any purchase order or delivery schedule order (an "Order") that we issue to you; (iii) these General Purchasing Conditions; (iv) any specifications and/or quality, health and safety requirements that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; (vi) our quality and other requirements or procedures which can be found at www.gknpm.com or are otherwise made available to you. There is any incompatibility between any parts of the Contract, the parts placed higher in the list will prevail.

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 Time is of the essence. 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 delivery is made more than 15 days earlier than set out in the Contract, we may reject it.

3.2 Goods must be delivered DDP (as defined in current Incoterms), or as otherwise specified in the Contract. 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 we require, each delivery shall be accompanied, in a form acceptable to us, by a certificate of conformity and (where applicable) a Certificate of Conformity by a third party; (iii) these General Purchasing Conditions; (iv) any supplementary terms and conditions of purchase that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; (vi) our quality and other requirements or procedures which can be found at www.gknpm.com or are otherwise made available to you. There is any incompatibility between any parts of the Contract, the parts placed higher in the list will prevail.

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 (which may be defined in current Incoterms); and/or as otherwise specified in the Contract. Ownership of the goods you deliver will transfer to us on delivery.

4.2 All goods must be packaged so as to protect them adequately before, during and after delivery and, if we require, each delivery shall be accompanied, in a form acceptable to us, by a certificate of conformity and (where applicable) a Certificate of Conformity by a third party; (iii) these General Purchasing Conditions; (iv) any supplementary terms and conditions of purchase that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; (vi) our quality and other requirements or procedures which can be found at www.gknpm.com or are otherwise made available to you. There is any incompatibility between any parts of the Contract, the parts placed higher in the list will prevail.

4.3 Goods or services (and any associated technology) supplied by you must: (i) comply with all applicable legal requirements and regulations, including those relating to transportation, health, safety and the environment; (ii) comply with the intellectual property rights of any third party; (iii) conform to any specification or other requirements referred to in the Contract; and (iv) conform to any sample approved by us.

4.4 Any goods or services and (any associated technology) supplied by you must: (i) comply with all applicable legal requirements and regulations, including those relating to transportation, health, safety and the environment; (ii) comply with the intellectual property rights of any third party; (iii) conform to any specification or other requirements referred to in the Contract; and (iv) conform to any sample approved by us.

4.5 We may reject, and return, or (at your cost) repair or replace any goods that fail to comply with the Contract. You must replace such rejected goods within a reasonable time (being not more than 15 days after notice of rejection) with goods which do comply with the Contract.

4.6 You will reimburse, indemnify and (upon request) defend each member of the Group for all losses, damages, costs and expenses (including reasonable legal fees) or other claims (including third party claims and costs relating to recalls and service measures implemented by our customers or our customers) arising from or incurred as a result of: (i) any breach by you of your obligations under the Contract; (ii) any negligent act or omission by you or your employees, agents or sub-contractors in supplying goods and/or services pursuant to the Contract.

5 INVOICING AND PAYMENT

5.1 We may pay you by bank transfer set out in the Contract (which stated price includes delivery costs and all relevant taxes) for the goods and services that you deliver in accordance with the Contract. You may only invoice us after delivery of the goods and/or services ordered by us and in accordance with the payment schedule set out in the Contract.

5.2 Invoices must show: the date of delivery; Order number, delivery address and description of goods and/or services delivered, and must be sent to the invoice address specified in the relevant Order.

5.3 Unless otherwise set out in the Order, payments due be from us within 90 days of the Thursday following the end of the month of receipt by us of a validly issued invoice.

5.4 We may deduct from the price of the goods and/or services ordered by us any sums 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 our suppliers or collaboration partners (including, without limitation, this Contract, specifications, formulae, manufacturing 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 authorized 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 during performance by you or your employees, subcontractors and consultants, which we may use without any charge.

6.3 Intellectual property rights in any information, documentation, prototypes or samples 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 samples or in performing the Contract then such rights shall be owned by us.

7 OUR PROPERTY

7.1 This section relates to all property (including tooling of any kind) and any requirements and specifications you are to supply 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 As between you and us, Our Property (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-license 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. While 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) keep it separate from any of your other property; (iii) keep it secure and safe; (iv) if we ask, allow us access to your premises to remove it; and (ix) not copy or reproduce it in any way.

7.5 We have an exclusive, irrevocable option to purchase all bespoke tooling or equipment you may have put in place specifically for the production of goods pursuant to the Contract at its current price.

8 TERMINATION

8.1 We may cancel all or any part of any Order or terminate the Contract by giving you notice at any time prior to your full performance of the Order and Contract 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) 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; or (ii) 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 rights and remedies under the Contract.

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 OWNERSHIP

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

9.2 You must provide us with any information we request relating to the goods and services supplied by you, all of 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 and name us as additional insured.

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 vary 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.


10 LAW AND JURISDICTION

The Contract shall be exclusively governed by the laws of the province of Ontario, Canada and, by submitting your acceptance of this Contract, you irrevocably accept and submit to the exclusive jurisdiction of Ontario courts situated in the City of Toronto and waives any objection to the venue of any proceeding in such court or that such court provides an inconvenient forum. The parties waive any right to a jury trial.