GENERAL PURCHASING CONDITIONS for all GKN SINTER METALS COMPANIES in the U.S.

1 DEFINITIONS AND INTRODUCTION

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

"Group" means all our direct and indirect subsidiaries.

Our agreement with you (the "Contract") consists of: (i) 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) or not otherwise specified in the Contract; (v) any applicable industry code of practice; and (vi) any terms or conditions which appear on our www.gknpm.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 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 terms of the Contract.

3.2 Goods must be delivered DDP (as defined in 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/or an up-to-date material safety data sheet.

3.4 Delay or failure in performance may be excusable only for natural disasters, governmental restrictions, war or civil unrest, 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 (which may be defined on GKN’s Supplier's Manual and any applicable requirements); (iii) of a 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 encumbrances.

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

4.3 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 import, export, sales tax, health, safety and the environment; (ii) not infringe the intellectual property rights of any third party; and (iii) conform to any specifications or other requirements referred to in the Contract; and (iv) conform to any sample or other representations made by you.

4.4 We may (but are not obliged to) inspect and test the goods delivered by you and may reject and return (at your risk and expense) any goods that fail to conform with the terms of 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 comply with the Contract.

4.5 You will reimburse, indemnify and (upon request) defend each member of the Group from all losses, claims, 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 their customers) arising from or incurred as a result of: (i) any breach by you of the Contract; and (ii) any negligent act or omission by you or your employees, agents or subcontractors in supplying goods and/or services pursuant to the Contract.

5 INVOICE AND PAYMENT

5.1 We will pay you the price set out in the Contract (which stated price includes delivery costs and any sales tax) 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 any payment schedule 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 Contract.

5.3 Unless otherwise set out in the Order, payment will be due from us within 90 days of the Thursday following the end of the month of receipt of our valid 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 us.

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 or suppliers or otherwise acquired in the course of our business relationship without our prior written consent. You may disclose any such information to the extent necessary to comply with applicable laws or to otherwise perform the Contract. In the event you do disclose such information, you must ensure that any employee, subcontractors and consultants, which we may use without any charge.

6.2 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 performing the Contract then such rights shall be owned by us.

7 OUR PROPERTY

7.1 Any goods, and all information relating to all property (including tooling of any kind) and any related information, 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, even if such information was not previously configured or made available to you by us; (iii) resulting from any development or work done for us; (iv) any result or improvement; (v) any software or material safety data sheet.

7.2 As between you and us, 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 such property, we may make a claim to it. We shall not be liable for any loss or damage to Our Property.

7.3 Where you are in possession of or control over Our Property it is on a fiduciary basis as our bailee and you have no rights in it. You have a revocable non-exclusive license to use Our Property at your premises only for performing the Contract unless we request its return. You may not sell, assign, or sublicense 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 reduced to your risk. We shall not 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 it, or attach it to anything, or to anything; (ix) not part with possession of it or allow anyone else to use it (x) sell, dispose or encumber it; (xi) give us free and unreserved 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 (xiii) 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 specifically 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 or terminate the Contract by giving you 72 hours notice and may request its immediate return 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 accrued rights. You will be liable for all damages arising from any breach.

8.4 You may be required to complete all 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 and also with the requirements of the GKN Supplier Code of Conduct available at https://www.gknpm.com/globalassets/downloads/utilities/tcs-salespurchase/purchase/gkn-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 and your subcontractors shall abide by the requirements of 41 CFR sections 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 all individuals based on their race, color, sex, national origin, age, religion, or any other basis prohibited by applicable law.

9.3 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.

9.4 You and your employees, agents and subcontractors must abide by applicable site rules and safety rules with respect to your premises and the property and services provided by you. If there is any dispute or claim that arises out of or in connection with the Contract or our subject matter ("Claims") and each party waives any right to a trial by jury and objection to proceedings have been brought in an inappropriate forum, if not, any Claims shall be referred to and finally resolved by arbitration in New York, New York under the rules of arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. The language of the arbitration shall be English.