1. Definitions and Introduction

1.1 "we," "us," and "our" refer to the applicable seller (GKN Sinter Metals Mexico, S. de R.L. de C.V. and/or GKN Sinter Metals Mexico Services, S. de R.L. de C.V. or other members of the group) "Group" GKN PLC and its direct and indirect subsidiaries, including its affiliates, "Group Companies," and "party," "you," "your" and "officers," "executives," "employees," "advisors," "agents," "directors," and "representatives." "Parties" means you and us together.

2. Agreement with you for the sale of goods and services (the "Agreement") consists of: (i) any terms that you and our authorized representatives have executed; (ii) any order confirmation we provide to you; (iii) any delivery note or invoice we provide to you; and (iv) these Conditions of Sale. If there is any inconsistency between any parts of this list, the parts of this Agreement that are inconsistent with the list shall be invalid.

3. Acceptance of purchase orders; your conditions excluded; inspection

3.1 You may send us purchase orders in writing, by electronic data exchange or any other method agreed with us. Any such purchase order shall be subject to our prior and written acceptance.

3.2 If you wish to add additional or different terms to your order, you must perform the order in writing.

3.3 If you seek to impose additional or different terms on us, such terms will not form part of the Agreement, and are excluded and rejected by these Conditions of Sale.

3.4 We will not check the accuracy and completeness of information and data given by you, including specifications and drawings. Any inaccuracy or omission suggested to us are subject to your validation and will be your exclusive responsibility.

4. Intellectual Property

4.1 The parties agree that the concept "Intellectual Property" includes, but is not limited to, all trademarks and/or brands used by us or the group in any product and/or service at any time, including any type of property rights regarding works and creations protected by copyright and other forms of industrial and intellectual property, whether recognized or that could be recognized by the applicable law.

4.2 A term of this Agreement shall be that you, upon receipt of the delivery of the goods, shall provide us with a written notice with full, frank and complete information regarding any defects claimed and of the circumstances of the operational failure. Once you provide to us the defective goods, the possession of such goods by us shall be deemed sufficient evidence that such goods have become ours, and we will be required to provide a replacement good that complies with the respective specifications. The form of the notice of replacement of the good shall be in accordance with the relevant purchase order or the one set forth in this Agreement.

4.3 We shall be entitled to require you to instruct your contractors and/or subcontractors to remove or replace such defective goods, and you shall be responsible for the cost of such actions.

4.4 The values described in the delivery note or invoice are net and gross of all taxes, duties and/or other charges covering the delivery of the goods to the delivery location specified in this Agreement, unless otherwise agreed in writing.

4.5 We shall be entitled to require you to instruct your contractors and/or subcontractors to remove or replace such defective goods, and you shall be responsible for the cost of such actions.

4.6 The values described in the delivery note or invoice are net and gross of all taxes, duties and/or other charges covering the delivery of the goods to the delivery location specified in this Agreement, unless otherwise agreed in writing.

4.7 You shall be responsible for any claim, lawsuit, criminal complaint, damages or conflict, without limitation, filed by third party against you, except for any claim, lawsuit, criminal complaint, damages or conflict caused by you.

4.8 The values described in the delivery note or invoice are net and gross of all taxes, duties and/or other charges covering the delivery of the goods to the delivery location specified in this Agreement, unless otherwise agreed in writing.

4.9 You shall be responsible for any claim, lawsuit, criminal complaint, damages or conflict, without limitation, filed by third party against you, except for any claim, lawsuit, criminal complaint, damages or conflict caused by you.