

**GKN AEROSPACE U.S.
STANDARD TERMS AND CONDITIONS OF PURCHASE**

This document sets forth the terms and conditions which govern all purchases of goods and services by GKN Aerospace U.S. companies.

1. **Definitions.** As used throughout these Standard Terms and Conditions of Purchase (hereinafter Terms and Conditions) and any other contract or purchase order referencing these Terms and Conditions, the following definitions apply unless the context requires otherwise:

- "GKN" means any GKN Aerospace United States entity issuing a purchase order.
- "Seller" or "Supplier" shall mean the contracting party with whom the order is placed.
- "Order" or "purchase order" or "Contract" (if the context so requires) shall mean the authorized ordering mechanism placed by GKN with Supplier for Articles, including these Terms and Conditions set forth herein.
- "Government" shall mean the United States Government or any department or agency thereof.

2. **Acceptance.**

Acceptance of GKN's Offer. Any purchase order issued by GKN to any Supplier is an offer by GKN that becomes binding on the terms contained therein and in these Terms and Conditions when it is accepted by Supplier. Supplier will be deemed to have accepted such offer on GKN's terms if Supplier commences working on the goods or providing the services, or ships the goods, which are the subject of the purchase order, or if Supplier issues a written order acknowledgement. Any acceptance by Supplier of a purchase order is limited to acceptance of the express terms of the purchase order, specified GKN Purchase Order Requirements or other documents incorporated in the purchase order by reference, these Terms and Conditions including Schedule A attached hereto, and any supplementary terms and conditions of purchase or quality and other requirements or procedures available to you on GKN Aerospace's "Supplier Portal" which can be found at www.gkn.com/aerospace/supplier-info or its successor webpage, or otherwise made available to you. It is Supplier's responsibility to access the Supplier Portal.

2.1. **Attempts to Alter Terms Rejected.** Any attempt by Supplier to alter the terms offered by GKN, or to propose additional terms, will be considered invalid and rejected by GKN unless GKN specifically accepts in writing such alterations. The altered or additional terms proposed by Supplier and deemed rejected by GKN hereby will be considered a material alteration of GKN's offer, and GKN's offer will be deemed rejected by Supplier without such altered or additional terms.

2.2. **Prior Offer by Supplier.** If any purchase order issued by GKN to Supplier is deemed to be an acceptance of a prior offer by Supplier, GKN's acceptance of such prior offer will be deemed limited to these Terms and Conditions, and in the purchase orders issued by GKN. In such cases, any other terms deemed to be part of Supplier's offer will be deemed material and rejected by GKN; but such rejection by GKN will not be deemed to operate as a rejection of Supplier's offer unless the rejected terms are those of price or quantity.

PRICING, DELIVERY, INVOICING, PAYMENT TERMS, ETC.

3. **Packing, Marking and Shipping.** Supplier shall pack, mark and ship all goods and supplies in accordance with the requirements of GKN's Packing, Marking and Shipping Instructions as presented by GKN to Supplier from time to time made available to you on the Supplier Portal or otherwise, subject to any reasonable modifications set forth in the relevant purchase order, and so as to be in material and structural compliance with all applicable transportation regulations and good commercial practice for protection against damage from weather and shipment, including any applicable Federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of hazardous materials. Supplier shall follow GKN written shipping instructions and secure the most advantageous transportation services and rates. GKN is not responsible for separate or additional charges for containers, crating, boxing, handling, dunnage, drayage or storage, unless specifically stated in the purchase order or otherwise agreed to by GKN in writing. Supplier shall mark each container with the number of the purchase order, part number and any other markings called for on the face of the purchase order, and shall enclose a packing slip with the purchase order number item description, part number, serial number, quantity and total number of containers in an envelope attached to each container. Certifications required on the face of the purchase order or by the technical data must also be included with the shipment of articles. Damage resulting from improper packing or shipping will be charged to Supplier.

4. **Invoicing, Payment Terms.**

4.1. **Invoicing.** All invoices are to be sent to GKN at the address stated in the purchase order. In order to be considered for payment, each invoice must:

- 4.1.1. Show the relevant GKN purchase order number;
- 4.1.2. Itemize any taxes to be paid by GKN;
- 4.1.3. Contain line item number from the GKN purchase order, description, unit price, quantity and extended price, if any;
- 4.1.4. If requested by GKN, contain the name of the person requesting the material or service;
- 4.1.5. If requested by GKN by written notification, contain Supplier's certification that all goods and services reflected therein were produced and supplied in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the U.S. Department of Labor.

4.2. **Delays for Non Compliance.** Failure to comply with invoice requirements outlined in these Terms and Conditions may result in a delay in payment by GKN and a postponement of the due date until such a time that Supplier has remedied such non-compliance.

4.3. **Offset; Withholdings.** GKN may offset against any amounts due under Supplier's invoices: (a) any damages resulting from Supplier's default under or breach of any contract (including any purchase order and these Terms and Conditions); (b) any amount owing from Supplier to GKN; (c) any adjustment for shortage or rejection and any costs occasioned thereby, or (d) any overcharge by Supplier. In the event that GKN becomes aware of a potential violation of any governmental law, regulation or

order, or contractual obligation by Supplier in relation to its performance hereunder, GKN may withhold, without liability or interest, any payment due associated with matters relating to such potential violation, pending investigation and resolution of such potential violation.

- 4.4. **Payment Terms.** Unless otherwise provided under the applicable purchase order or written agreement between GKN and Supplier, payment terms shall be net ninety (90) calendar days. The term of any payment provided for in the purchase order, and all related discounts, shall be calculated from (i) the date the items are received, (ii) the date the items are scheduled to be received, or (iii) the date an acceptable invoice is received, whichever is latest.
- 4.5. **Payment Date; Discounts.** If, GKN accepts any shipment ahead of schedule, GKN may, in its discretion, make payments therefor on the basis of the scheduled delivery date. The date for the calculation of GKN's entitlement to take a discount under any Supplier invoice will be the date that materials acceptable to GKN are delivered, or the date that an acceptable invoice is received, whichever is the later.
- 4.6. **Taxes.** All prices indicated in purchase orders include all applicable taxes, impositions including but not limited to import and export duties and other similar charges, unless specifically indicated otherwise in such purchase order. In the event GKN informs Supplier that the transaction is exempt from sales or use taxes, Supplier shall not charge GKN sales or use taxes for the transaction.
5. **Delivery.** Delivery shall be Delivered Duty Paid ("DDP") Incoterms® 2010 at GKN's designated place of delivery stated on the purchase order.
 - 5.1. Supplier will deliver acceptable goods and services in strict conformity with any delivery schedule set forth in any purchase order, subject to any delays as a result of any force majeure, or other circumstance or event beyond the reasonable control of Supplier. Supplier will bear the cost of any normal (except to the extent explicitly specified otherwise under the relevant purchase order) or extraordinary (in any case) shipping charges necessary to meet the delivery schedule specified in any purchase order.
 - 5.2. The purchase order delivery schedule and quantities are to be strictly adhered to. Supplier will not deliver any goods or render any services in advance of the schedule specified in the relevant purchase order, and will not order materials or services necessary for delivery of goods or rendering of services to GKN in advance of Supplier's normal and reasonable order requirements ("flow-time"). Any goods delivered to GKN in advance of schedule may be returned by GKN to Supplier at Supplier's cost, and will be stored by Supplier at Supplier's cost. Any deviation from the delivery schedule and/or delivery quantities may result in the complete or partial return of the delivered product. Further, any delivery containing less than the scheduled delivery quantity may have payment withheld until the balance of the parts are delivered.
 - 5.3. At GKN's option and sole discretion, should Supplier fail to deliver any goods ordered under an Order by GKN within the delivery date for reasons other than those set forth in Section 30 (Force Majeure), in consideration of the difficulties in calculating the damages which any such delay would cause to GKN, GKN shall charge Supplier, as liquidated damages, a sum equal to one percent of the price of the delayed goods for each complete day of delay and any amount of liquidated damages GKN owes to its customer as a result of Supplier's failure to timely deliver. The total amount to be paid by the Supplier to GKN as liquidated damages shall not exceed forty percent of the price of the delayed good(s).
6. **Most Favored Customer.** Supplier warrants that it will not charge GKN more for any goods or services, or any item thereof, than it charges any other customer for such goods or services. Supplier will adjust prices upon discovery of any amounts paid by GKN that reflect a breach by Supplier of the immediately preceding sentence, and refund any excess payments made by GKN. GKN or its representatives may at any time audit all pertinent books, records and files of Supplier in order to verify compliance with this paragraph.

INSPECTION, WARRANTY, CHANGES, ETC.

7. **Inspection.**
 - 7.1. **Right to Inspect.** All goods and services ordered by GKN pursuant to any purchase order are subject to inspection before or after receipt by GKN, notwithstanding the earlier passing of title to GKN, or any prior payment by GKN, or any prior inspection of any type. GKN's inspection may, in its sole discretion, include physical, visual and/or mechanical review, as well as any documentation necessary to substantiate the meeting of quality requirements or specific requirements set forth in the purchase order.
 - 7.2. **Correction, Rejection.** GKN shall notify Supplier if any goods and services are, in GKN's reasonable business judgment, defective in material or workmanship or not in conformity with the drawings, specifications, samples, required documentation or other requirements of the relevant purchase order. If Supplier fails to correct the defect or non-conformity within a timeframe appropriate to support GKN manufacturing needs after such notice, GKN may, in addition to any other rights under the purchase order, these Terms and Conditions or otherwise, correct or have corrected the defect or nonconformity at Supplier's expense. Rejected goods may be returned by GKN to Supplier at Supplier's risk and expense, including without limitation all costs (including GKN's personnel costs) of unpacking, examining, repacking and reshipping, and transportation of, such goods.
 - 7.3. **Right of Recovery.** In addition to any other rights it may have under the relevant purchase order, these Terms and Conditions, or otherwise, GKN may recover any and all costs, expenses and damages paid, incurred or suffered as a result of or relating to holding, returning, replacing, correcting or rejecting defective or nonconforming goods or services to the extent that such costs, expenses or damages resulted from Supplier's action or inaction. In addition, GKN may charge Supplier up to one thousand dollars for each quality notification; the parties agree that this is a reasonable estimate of the initial administrative costs GKN will incur to process a quality notification, and that this charge is not a penalty. GKN may, at its discretion, invoice or debit the Supplier's account in the amount of all such costs incurred.
 - 7.4. **On-site Inspection.** Work performed under any GKN purchase order is subject to inspection at Supplier's plant by authorized representatives of GKN, GKN's customers or their customers, any governmental entity asserting authority or jurisdiction, or, in the case of a government contract, the government, during normal business hours upon reasonable prior notice to conduct

inspections and tests of any finished or unfinished products subject to any GKN purchase order. Supplier will make available its facilities to accommodate the safety and reasonable convenience of such representatives. Supplier will include a like provision in its subcontracts issued in conjunction with any GKN purchase order. When reasonably requested upon reasonable prior notice, representatives of Supplier will accompany GKN, its customers or their customers or the government to Supplier's subcontractor's facilities for such inspection and testing, at no additional cost to GKN or GKN's customer.

- 7.5. **Right of Entry.** GKN and its customers, subcontractors and regulatory agencies shall be allowed entry and are hereby authorized to enter into the premises of the Supplier to inspect and otherwise verify the quality of work, records and material at any place, including the Supplier and Supplier's subcontractor manufacturing facilities. Supplier must coordinate any such entry with GKN's Purchasing Department.
- 7.6. **No Waiver.** The inspection, review or approval by GKN of any work, or of any drawing, design or other document, will not be deemed to relieve Supplier of any of its obligations under any purchase order or constitute a waiver of any defects or nonconformities. The acceptance by GKN of any goods or services under any purchase order will not be deemed to limit or affect any warranty or right of indemnity granted by Supplier under such purchase order, these Terms and Conditions or otherwise.

8. Changes.

- 8.1. **Changes and Adjustments.** GKN may at any time, by written order (and without notice to sureties), make changes within the general scope of any purchase order in any one or more of the following: (i) drawings, designs, specifications or other technical documents; (ii) quantity; (iii) time and place of delivery; and (iv) delivery schedules. Without limiting the foregoing, GKN may at any time, and from time to time, modify its Packing, Marking and Shipping instructions (Section 3), or the Invoicing instructions (Section 4.1) by delivery of a revised version to Supplier. If any such change causes an increase or decrease in the cost of, or time required for performance of any work under a purchase order, an appropriate adjustment in the price and/or delivery schedule will be agreed to by GKN and Supplier. Notwithstanding the foregoing, no adjustment to the benefit of Supplier will be made: (a) for any change to delivery schedule when delivery is rescheduled within twelve (12) months of the originally scheduled delivery date (or longer if the corresponding lead time is longer); or (b) for any change made necessary by reason of defects or nonconformities for which Supplier would be liable under the terms of the order and these Terms and Conditions or otherwise; or (c) for any change to delivery schedule if the amended delivery schedule is commensurate with any delivery schedule changes received by GKN from its customer. Any claim by Supplier for adjustment must be made in writing within twenty (20) days from the date the change was ordered by GKN, and will set forth the amount claimed and the reasons therefore. Upon prior written request, and subject to GKN maintaining the confidentiality thereof, Supplier will make available its books and records for GKN's examination to allow GKN, its authorized representatives and its customers (including the government if this is a government contract) to verify any claim for adjustment by Supplier. If GKN and Supplier are unable to agree upon an adjustment in the event of any change directed by GKN, the matter will be resolved in accordance with the dispute resolution procedures set forth in Section 35 of these Terms and Conditions (Dispute Resolution). Pending resolution of any such adjustment, Supplier will diligently pursue the performance of the order as changed.
- Notwithstanding the above, if GKN enters into an agreement with a customer that provides for no cost increase as a result of changes to delivery or work schedule, this same provision will apply to any purchase order(s) issued hereunder to the Supplier.

- 8.2. Changes may be asserted for only if the recurring and/or nonrecurring is equal to or greater than three (3) percent of the then current unit price. Price changes are on a per claim basis and cannot be combined.

- 8.3. **Authority to Order Changes.** Changes may be ordered by GKN only in writing issued by an authorized representative of GKN's Purchasing Department that expressly states that it constitutes a change to a specified purchase order. If Supplier believes that any other conduct has constituted a change under an order, it will notify GKN immediately in writing as to the nature of such conduct and its effect upon Supplier, but will take no steps to implement a change absent written direction from an authorized representative of GKN's Purchasing Department consistent with the preceding sentence. If Supplier implements such a change absent such written direction, GKN shall charge Supplier as liquidated damages a sum equal to ten percent of the price of the affected goods, as an estimate of the damages incurred from unauthorized changes.

9. **Suspension of Work.** GKN may, at any time, by written stop-work order to Supplier, require Supplier to stop all, or any part, of the work called for by a purchase order for a period of ninety (90) days after the order is delivered to Supplier, or longer in the event of a design change or if GKN receives a stop-work order from its customer, and for any further period to which the parties may agree. Upon receipt of the order, Supplier will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the indicated ninety (90) days or other longer period, GKN will either (i) cancel the stop-work order, or (ii) let such stop-work order expire, or (iii) terminate the work covered by the stop-work order either for default if GKN has given notice of such default to Supplier and Supplier has had a reasonable period of time to correct such default or for convenience as set forth below in Section 20 (Termination For Convenience), in accordance with these Terms and Conditions and the relevant purchase order. Upon cancellation or expiration of a stop work order, the Supplier shall immediately resume work under the affected purchase order. If a stop-work order is cancelled or allowed to expire, and the suspension effected thereby has a material effect on Supplier's costs or ability to meet the purchase order's delivery schedule, GKN will make an adjustment in the delivery schedule or purchase price (but with no increase in profit allowed), or both, and the purchase order will be modified accordingly, but only if requested by Supplier in writing within thirty (30) days after the suspension ends.

10. **Warranties.** Supplier warrants to GKN that all goods and services furnished to GKN will conform to applicable specifications, instructions, drawings, blueprints, data, samples and any other descriptions, will be of good material and workmanship and free from defects, including defects in design where design is Supplier's responsibility, and will be free from all liens and encumbrances, and will be new, merchantable and fit for the purpose intended. All warranties will survive inspection, test and acceptance of and payment for the relevant goods and services. This warranty shall be for a period sixty (60) months, unless a different term is stated in prevailing contract documents. .

- 10.1. This warranty shall run to GKN and its successors, assigns and customers. This warranty shall begin after GKN's final acceptance. GKN may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming goods. Supplier will bear all direct and indirect costs associated with Return to Supplier of defective or non-conforming goods and redelivery to GKN and its customers of corrected or replaced goods, all of which shall be at

Supplier's expense. Supplier shall be liable for all costs of inspecting, assessing, gaining physical access to, and removal and reinstallation of any installed non-conforming goods or services or adjoining goods at GKN or GKN's customer. GKN may, at its discretion, invoice or debit the Sellers account in the amount of the warranty costs incurred.

10.2. Deliveries of corrected or replaced goods or services shall be accomplished promptly and shall be accompanied by written notice specifying that such goods or services are corrected, repaired or replaced. GKN's remedies with respect to this warranty shall not be limited, restricted or disclaimed in whole or part by any other terms or conditions. GKN retains all its rights at law and in equity for Supplier's breach of warranty.

10.3. Goods required to be corrected or replaced shall be subject to this article and further inspection rights in the same manner and to the same extent as goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with GKN's direction to (i) repair, rework or replace the goods or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance.

11. **Progress Reporting.** Supplier will submit progress reports and other charts and materials to provide complete visibility of planned program tasks and progress against such tasks, in any format or schedule requested by GKN.

PROPRIETARY ITEMS, CONFIDENTIALITY, ETC.

12. **Proprietary Information.** Supplier will maintain the confidentiality of all information furnished by GKN as confidential and will not disclose any such information to any other person, or use such information for any purpose other than performing under the purchase order to which it relates. The preceding sentence applies, without limitation, to designs, inventions, software programs, source codes, materials, models, processes, drawings, specifications, data, reports and other technical or business information and the features of all parts, equipment, tools, gauges, patterns and processes disclosed to Supplier by GKN; and, to information supplied in electronic form, including CAD/CAM and computer aided engineering data. Supplier will not sell any such information, and will deface or otherwise render unsuitable for use any such information of which Supplier disposes. Upon fulfillment or termination of any purchase order, and as otherwise directed by GKN, Supplier will at its own expense, subject to the specific instructions of GKN, either dispose of all information supplied by GKN or return such information to GKN. GKN or its representatives may at any time audit all pertinent books, records and files of Supplier in order to verify compliance with this paragraph. Supplier will, in all of its contracts with its suppliers relating to any GKN purchase order, include provisions that secure for GKN the rights and protections provided for by this paragraph. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that is: (a) in the public domain through no fault of Supplier; or (b) independently developed by Supplier without breaching this Contract or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information. The foregoing obligations are in addition to and not as a replacement for any obligations under any nondisclosure agreements in place between the parties.

13. **Patent Infringement Indemnity.** Supplier will defend GKN, subcontractors of GKN, and any subsequent customers, owners, suppliers, users or operators of the goods or services delivered in accordance with GKN's specifications (herein the indemnified parties) against all claims and in all proceedings alleging infringement of any United States or foreign patent or copyright in the manufacture or sale of any goods or services delivered to GKN, and Supplier will indemnify and hold the indemnified parties harmless from any resulting liabilities and losses.

14. **Non-Disclosure of Transactions.** Supplier will not, and will require its suppliers and subcontractors to not, advertise or publish the fact that GKN has ordered goods or services from Supplier, or the terms or nature of such order. Supplier will not, and will require its employees and other representatives to not, disclose such information in company periodicals, press releases, public lectures, theses, sale or other promotional literature, or otherwise, unless such disclosure has been approved by GKN in writing.

15. Intellectual Property Rights

15.1. All intellectual property rights (including without limitation patents, utility models, design rights, copyrights, trademarks, rights in confidential information including know-how, in each case whether registered or unregistered and including all applications or rights to apply for such rights) in any and all specifications, designs, drawings, notes, data, documentation, information and other intellectual property that:

- (i) are supplied by or on behalf of GKN to the Supplier; and/or
- (ii) arise from the performance of work in pursuance of a purchase order; and/or
- (iii) are included in the goods or services supplied by Supplier under any purchase order, shall (in the case of (i) above) remain the property of GKN and (in the case of (ii) and (iii) above) be considered as a work for hire and be deemed to be the property of GKN, and the Supplier shall promptly take all necessary steps and do all necessary acts (at Supplier's sole expense) to vest such intellectual property rights in GKN. Supplier assigns all rights, title and interest to any such design and any such copyright to GKN including all rights to registration, publication, rights to create derivative works and all other rights that are incident to ownership. In the event that any court holds such creative works not to be works for hire, Supplier agrees to assign such intellectual property rights to GKN at GKN's request in consideration of the price paid for goods or services hereunder.

15.2. Such intellectual property and intellectual property rights shall not be used by Supplier except to the extent required for the purposes of the purchase order, nor copied or communicated by Supplier to any other party, without the prior express written consent of GKN.

15.3. All such specifications, designs, drawings, notes, data, documentation, information and other intellectual property referred to above shall be returned/provided (together with all copies thereof) to GKN immediately upon request or in any event on completion or termination of the purchase order or upon termination of this Contract.

15.4. The Supplier represents and warrants that the purchase, use, sale and/or other exercise of the goods or services by GKN and/or its customers will not infringe any intellectual property right(s), including without limitation any patent, utility model, design right, copyright, trademark, right in confidential information including know-how, in each case whether registered or unregistered, in existence or pending anywhere in the world at the date of delivery of the goods or services supplied.

16. **Tools and Materials.** Title to and the right of immediate possession of all tools, dies, patterns, software, numerically controlled media and programs, manufacturing programs, replacements and materials used by Supplier in manufacturing goods under a purchase order ("special tooling and materials") will remain in GKN's ownership (or GKN's customer if applicable). All special tooling and materials will not be used in the production of larger quantities than those specified by GKN in a purchase order. Upon completion of any relevant purchase order, all special tooling and materials will be delivered to GKN or disposed of by Supplier as GKN shall direct. All special tooling and materials will be segregated by Supplier at Supplier's plant and clearly marked as belonging to GKN and will be used solely in the performance of work ordered by GKN, will be insured against loss by the Supplier, and will not be copied, and will be delivered by the Supplier to GKN upon demand. Supplier assumes complete liability for all special tooling and materials while in Supplier's possession. Supplier will reimburse GKN for damage to GKN's special tooling beyond normal wear and tear while in Supplier's possession. GKN reserves the right to use at any time all special tooling and materials. Supplier will be responsible to GKN for any and all consigned materials. Supplier will communicate to GKN, in such manner and such times as GKN directs, any and all instances wherein Supplier fails to yield prescribed requirements from GKN's material. Upon completion of specific purchase order requirements, Supplier will furnish to GKN any and all residual materials and an accounting of any and all deviations from the prescribed order requirements. At GKN's direction, Supplier will at its cost return to GKN any "off fall" material. If any item fabricated by Supplier from material furnished by GKN is defective, or any furnished material is damaged while in Supplier's possession, Supplier will reimburse GKN to the full extent of its damages.

INDEMNIFICATION, INSURANCE, ETC.

17. **Indemnification.** Supplier will defend, indemnify and hold harmless GKN and its affiliates, and their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, including, without limitation, payment of direct, special, incidental and consequential damages, and expenses of defending claims including attorneys' fees, arising out of or relating to Supplier's breach of obligations or negligence or willful misconduct with respect to the order. This duty to defend, indemnify and hold harmless extends only to any suit, claims, judgment or demand which arises out of or in connection with Supplier's performance or nonperformance of any purchase order placed by GKN, out of or in connection with Supplier's breach of warranty, out of any defect in the goods or services whenever discovered, out of any patent infringement or misappropriation of trade secrets by Supplier other than pursuant to specifications or instructions provided by GKN, or failure of Supplier to pay royalties, or any other breach of Supplier's obligations hereunder whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and also extends not only to "third party claims" but also to any loss suffered by GKN.
18. **Insurance.** Supplier will, at all times, maintain with reputable insurance companies comprehensive general liability insurance in the minimum amount of \$1 million, and aviation products liability insurance in the minimum amount of \$50 million (both to include coverage for any liability under any GKN purchase order and these Terms and Conditions). At GKN's request, Supplier will name GKN as an additional insured under such policies, and will provide to GKN a certificate of such insurance providing for thirty (30) days prior written notice to GKN of cancellation or material change. Supplier will maintain workers' compensation insurance sufficient to cover all of its general and special employees engaged in work pursuant to any GKN purchase order and insurance against liability for personal injury or death or destruction of or damage to property arising out of work in fulfillment of any GKN purchase order, and will provide prompt evidence to GKN of such coverage upon GKN's request.

DEFAULT, TERMINATION, ETC.

19. Default.

- 19.1. **"Default"**. Time is of the essence in the purchase order. It is a default under any purchase order and these Terms and Conditions if Supplier: (i) refuses or fails to deliver any goods or perform any services within the time specified in such purchase order except as provided herein; (ii) fails to comply with any other provision of such purchase order or these Terms and Conditions; (iii) fails to make progress so as to endanger performance of such purchase order and these Terms and Conditions, or repudiates such purchase order; or (iv) suspends its business or becomes insolvent or subject to any law relating to bankruptcy, insolvency or relief from creditors, or takes any action in anticipation thereof.
- 19.2. **Termination for Default.** In the event of any default by Supplier under any purchase order or these Terms and Conditions, GKN may terminate such purchase order (and all related purchase orders), with no liability owed to Supplier whatsoever. In the event of any such termination for default, Supplier will be liable to GKN for any and all damages resulting from Supplier's default.
- 19.2.1. If GKN terminates any purchase order for default in whole or in part, it may acquire, under commercially reasonable terms, supplies or services similar to those terminated, in which case Supplier will be liable for any excess costs for those goods or services. Upon a termination in part, Supplier will continue any work not terminated.
- 19.2.2. If, after termination, it is determined that the Supplier was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for GKN's convenience under Section 20 (Termination for Convenience).
- 19.2.3. The rights and remedies of GKN in this paragraph are in addition to any other rights and remedies provided by law or under this contract.
- 19.3. **Remedies.** The rights and remedies herein reserved to GKN shall be cumulative and additional to any other rights and remedies provided in law or equity, including without limitation the right to reclaim goods delivered if payment is not made when due.

20. **Termination for Convenience.**

- 20.1. **Government Contracts.** When a purchase order relates to a U.S. government contract (the ultimate purchaser or end user is the U.S. government), GKN may terminate any purchase order in whole or in part for any reason in accordance with the procedures established in the termination clause set forth in the United States Federal Acquisition Regulation (FAR) §52.249-2 and the policies and principles set forth in Part 49 of the FAR, all of which are hereby incorporated by reference, except that in FAR §52.249-2: (i) the term "Contractor" shall be deemed to mean Supplier; (ii) the terms "Contracting Officer" and "Government" shall be deemed to mean GKN; (iii) the one-year period in paragraph (e) for submitting a final termination settlement proposal is reduced to twenty-five (25) days; and (iv) the ninety (90) day period in paragraph (l) for submission of a proposal for an equitable adjustment of the price in the event of a partial termination is reduced to thirty (30) days, and (v) clause (g)(2)(i) regarding initial costs is deleted, and (vi) no amounts shall be paid for items not authorized in the purchase order or obligations incurred outside Supplier's agreed lead time.
- 20.2. **Commercial Contracts.** When a purchase order does not relate to a U.S. government contract, GKN may terminate any purchase order in whole or in part for any reason, and in accordance with the following terms:
- 20.2.1. GKN may terminate by delivering to Supplier a Notice of Termination specifying the extent and effective date of termination. On receipt of the Notice of Termination, the Supplier shall stop work as specified in the Notice of Termination, but continue performance, as proscribed in Section 35.5 of these Terms and Conditions;
- 20.2.2. Supplier shall furnish a final termination settlement proposal to GKN in the form and with the certification prescribed in the Notice of Termination within sixty (60) days of termination. The failure of Supplier to file a claim within twenty-five (25) days of termination will constitute a waiver and be the basis for a complete denial of any such claim. Supplier's claim should only include, and GKN shall only be liable for, (i) unused, raw material, (ii) work in process and (iii) ordered finished goods; all of which must have been authorized in the purchase order.
- 20.2.3. As provided in the Notice of Termination, Supplier will transfer title and deliver to GKN: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information and other property that, if the purchase order had been completed, would be required to be furnished to GKN. As provided in the Notice of Termination, Supplier will also assign to GKN all right, title, and interest to any intellectual property as described in Section 15 of these Terms and Conditions ;
- 20.2.4. As provided in the Notice of Termination, Supplier will complete performance of the work not terminated;
- 20.2.5. As provided in the Notice of Termination, Supplier will take all actions necessary for the protection and preservation of the property related to the purchase order, as described in Sections 12 and 27 of these Terms and Conditions;
- 20.2.6. The Supplier shall use its best efforts to mitigate the costs arising from such termination. In no case shall the amount payable by GKN for the terminated work exceed the price which would have been payable by GKN had the work been completed;
- 20.3. The provisions of this Section shall not be deemed to limit or affect the rights or remedies of GKN provided elsewhere in any purchase order, these Terms and Conditions, or provided by law in the event of default or breach by the Supplier.
- 20.4. **GKN's Limitation of Liability** – GKN shall not be liable to Supplier for manufacture or procurement of materials in advance of the lead-time in accordance with the latest purchase order delivery schedule. If any revision of the Order or forecast affects a good for which Supplier was authorized to commence manufacture by prior versions of the Order or forecast in accordance with lead-time requirements, GKN shall be liable for manufacture of goods within the lead-time requirements of such prior Order or forecasts. As a material term of this contract, Supplier agrees that any manufacture or order of materials in advance of Supplier's lead-time shall be solely at Supplier's risk and GKN assumes no liability for manufacture or procurement in advance of Supplier's lead-time. In the event of a termination or an engineering change resulting in obsolescence, no claim will be allowed for any such manufacture or procurement in advance of such lead-time unless an update to the Order or forecast: (i) affects a good for which Supplier was authorized to commence manufacture by the prior revision of the Order or forecast in accordance with lead-time requirements; (ii) Supplier notified GKN in writing of the specific good(s) affected; and, (iii) Supplier complied with the written direction of the GKN with respect to such affected good(s).

COMPLIANCE WITH LAW, ETC.

21. **Compliance with Law.** Supplier represents and warrants that all of the goods and services provided by Supplier will comply, and will be manufactured and furnished by Supplier in compliance with all applicable federal, state and local laws, regulations, orders and ordinances, including the Export Regulations (defined below in Section 24) and including those applying to goods sold to the U.S. Government or for shipment in interstate commerce or international trade. Upon reasonable request, Supplier will provide evidence of such compliance.
22. **Certifications.** Supplier hereby certifies that the goods called for by the purchase order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code §§201-219) and, as applicable to the purchase order, the Walsh-Healey Public Contracts Act (41 U.S. Code §§35-45), and the Work Hours Act of 1962 (40 U.S. Code §§327-332), and any amendments thereof. Supplier further certifies that it has and will comply with Executive Order 13201 issued February 17, 2001 and any successor executive order and all laws and regulations concerning the export and import of goods and technical data. Supplier agrees upon request to supply all certifications and information reasonably requested by GKN.

23. **Nondiscrimination.** To the extent not exempt, GKN and Supplier shall abide by the requirements of 41 C.F.R. §§ 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, 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, GKN and Supplier 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. To the extent not exempt, GKN and Supplier shall also abide by the requirements of 29 C.F.R. Part 471, Appendix A to Subpart A.
24. **Export Compliance; Release of Technical Information.** Technical information or data, whether classified or otherwise, shall not be disclosed by Supplier to any person or entity in violation of the Export Administration Regulations (EAR) of the United States Department of Commerce (15 C.F.R. Subtitle B, Chapter 7, Subchapter C); the International Traffic in Arms Regulations (ITAR) of the United States Department of State (22 C.F.R. Chapter 1, Subchapter M); OFAC Sanctions of the Department of Treasury (31 C.F.R. Subtitle B, Chapter 5); or any other applicable laws or regulations of the United States ("Export Regulations" for each person to whom Supplier wishes to disclose EAR-controlled and/or ITAR-controlled information, Supplier shall require such persons to certify agreement to EAR and/or ITAR non-disclosure requirements. Supplier will provide verification of the individual certifications upon request from GKN. Supplier will also provide citizenship verification information, evidence of completed denied parties' checks, and a description of applicable export authorizations obtained upon request from GKN for each person or entity they wish to disclose EAR and/or ITAR controlled information or for whomever they wish to request badge access to any GKN site. Supplier will complete these compliance activities prior to disclosure of controlled information. In performing under any purchase order, Supplier shall further perform all of its obligations in compliance with the Export Regulations.
25. **Hazardous substances; SDS and REACH.**
- 25.1. Supplier is required to provide a Safety Data Sheet (SDS) if a product is hazardous as defined in OSHA 29 C.F.R. 1910.1200. All MSDS will be provided to the appropriate GKN site as stated in the purchase order. This provision applies to all orders for chemical products and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad goods
- 25.2. Supplier is required to comply with all reporting and other provisions of 15 U.S.C. 53, the Toxic Substances Control Act, and warrants that all chemical substances used in manufacturing the goods sold by Supplier hereunder have been registered on the Toxic Substances Control Act database whenever required by law.
- 25.3. The Supplier represents, warrants and undertakes that the supply of products to GKN is in compliance with the European Union Regulation Number 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") (as may be amended and supplemented from time to time). The Supplier, where applicable:
- (i) guarantees that all supplied chemicals to GKN (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH) have been registered with, authorized by or notified to the European Chemicals Agency and appropriately labeled as required by REACH whether that be by the Supplier, or by the Supplier's supplier (or in the case of a non-European Community supplier by the supplier's "only representative" pursuant to Article 8 of REACH);
 - (ii) undertakes to cooperate with GKN and the European Chemicals Agency to ensure that any registration, authorization or notification is made to the European Chemicals Agency in accordance with REACH and to keep GKN fully informed with requisite documentation to comply with REACH;
 - (iii) guarantees that for all chemicals supplied by the Supplier to GKN (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH), GKN's usage of such chemical substances is covered by any REACH registration or REACH authorization and is included in any safety data sheets or exposure scenarios for such chemical substances;
 - (iv) has notified and shall notify GKN from time to time of any and all chemical substances listed in Annex XIV of REACH (as may be amended or supplemented from time to time) (Substances of Very High Concern (SVHC)) in any products to be supplied or supplied by the Supplier to GKN; and
 - (v) shall procure that its suppliers are in compliance with this paragraph in respect of any chemical substances which the Supplier subsequently supplies (whether such chemicals are supplied on their own, in preparations (as defined in REACH) or within any supplied article (as defined in REACH) to GKN.
 - (vi) Supplier shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under the REACH regulation of the chemical substances that are the subject of the Order.
26. **Compliance with GKN Supplier Code of Conduct.**
- 26.1. Supplier shall:
- a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act ("Relevant Requirements");
 - b. comply with the GKN Supplier Code of Conduct made available at: <http://www.gkn.com/corporateresponsibility/Pages/the-gkn-values.aspx> or any successor URL, in each case as GKN may update it from time to time;
 - c. have and shall maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - d. promptly report to GKN any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - e. upon request, within one (1) month after the date of this order or Contract, and annually thereafter should the order or Contract remain in force, certify to GKN in writing signed by the Supplier, compliance with this clause by the Supplier and all persons associated with it as described below. The Supplier shall provide such supporting evidence of compliance as GKN may reasonably request

26.2. Supplier shall ensure that any person associated with Supplier who is performing services or providing goods in connection with this Contract does so only on the basis of terms equivalent to those imposed on Supplier in this clause (“Relevant Terms”). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to GKN for any breach by such persons of any of the Relevant Terms.

27. Security for GKN Information Stored by Supplier.

27.1. This section shall apply if Supplier receives and holds GKN Proprietary Information on its information systems. GKN wishes to ensure that Supplier has effective information security to ensure the secure storage and/or processing of GKN Proprietary Information.

27.2. Supplier agrees to install and implement security hardware, software, procedures and policies that will provide reasonable and effective information security. Supplier agrees to update such hardware, software, procedures and policies as may be needed from time to time to utilize improved technology and to respond to more sophisticated security threats in order to maintain a level of security protection appropriate for the information involved and the current state of security solutions.

27.3. Specifically Supplier shall apply at least the basic safeguarding requirements and procedures to protect its information systems as set forth in FAR 52.204-21 (“Basic Safeguarding of Covered Contractor Information Systems”).

27.4. Supplier also agrees to comply with the requirements set forth in DFARS 252.204-7012 (“Safeguarding Covered Defense Information and Cyber Incident Reporting”) if it is applicable.

27.5. The foregoing provisions do not otherwise diminish or limit Supplier’s obligations regarding the receipt, use, protection and/or disclosure of GKN Proprietary Information otherwise set forth hereunder.

28. **Conflict Minerals.** Supplier shall perform appropriate due diligence on its supply chain in order to assist GKN and its customers to fulfill the reporting obligations of the conflict minerals rule. Supplier shall, no later than thirty (30) days following each calendar year in which Supplier has delivered any Products to GKN, under this Agreement or otherwise, complete and provide to GKN a single and comprehensive report consistent with industry practice. If Supplier is a registrant with the Securities and Exchange Commission (SEC), Supplier shall comply with all the reporting requirements regarding conflict minerals as defined by the SEC at 17 C.F.R. Parts 240 and 249b, (Dodd-Frank Act Section 1502).

CONTRACT INTERPRETATION, GOVERNING LAW, ETC.

29. **Order of Precedence.** In the event of any conflict between these Terms and Conditions, and the terms of any purchase order or other applicable materials, except as otherwise explicitly agreed in writing by Supplier and GKN, the order of precedence will be: (i) in the case of any purchase order ultimately relating to a U.S. government contract, the FAR; (ii) the terms of any signed long term contract between the parties; (iii) these Terms and Conditions; (iv) the terms of any purchase order to the extent they are other than those set forth in these Terms and Conditions; (v) project specifications; and (vi) project drawings.

30. **Force Majeure.** Deliveries or acceptance will be subject to extension of time made necessary by reason of delays or disabilities directly affecting Supplier or GKN, occasioned by fires, floods or other catastrophes, wars, riots or embargo delays, government allocations or priorities, unforeseeable government restrictions or controls, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent reasonably caused by such event, and upon prompt written notice of the event. If such delay continues for more than ninety (90) days, GKN may terminate in accordance with Sections 19 above.

31. **Notification of Supplier Labor Disputes.** Supplier will promptly notify GKN if any actual or potential labor dispute threatens to delay the timely performance of any GKN purchase order. Such notice will include all relevant information with respect to such dispute. Neither receipt of such notice by GKN nor any provision of these Terms and Conditions will be deemed to be a waiver by GKN of any of its rights under any purchase order, these Terms and Conditions, at law or otherwise, except as provided herein.

32. **Government Contracts.** With respect to any purchase order in which the ultimate purchaser or end user is the U.S. government, the accompanying Schedule A and all Sections thereof forms an integral part of these Terms and Conditions. By notice to Supplier, GKN may supplement Schedule A with additional sections when Federal Acquisition Regulations are modified to provide for additional mandatory flow-down requirements, and these changes shall be made without cost to GKN.

33. Assignment and Subcontracting.

33.1. Neither a purchase order, nor any interest in a purchase order may be assigned, in whole or in part, by the Supplier without prior written approval by GKN. A change of control of the Supplier shall be considered an assignment requiring prior written approval. Any such attempted assignment without consent shall be void and shall have no effect.

33.2. Neither the entirety, nor any part of any work under any Contract or purchase order may be further subcontracted by the Supplier without the prior written approval by GKN, with the exception of standard hardware, customer-approved processors and customer-approved raw material. Supplier is required to flow down any and all pertinent portions of any Contract to any subcontractors performing to the requirements of any Contract. GKN will not approve any subcontractor that does not have an accredited certification by either AS9100 and/or NADCAP or comparable industry standard.

34. **Waiver and Severability.** The failure or delay of either party to insist on performance of any provision of these Terms and Conditions or any purchase order, or to exercise any right or remedy available under these Terms and Conditions or any purchase order, will not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of these Terms and Conditions or any purchase order is, or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

35. **Dispute Resolution.**

35.1. Any dispute that arises under or is related to a purchase order and that relates to a matter that gives GKN recourse against the Federal Government under the prime contract or applicable law shall be resolved as follows:

35.1.1. Supplier will give GKN a fully supported written claim concerning any such dispute within one (1) year after the claim accrues, but in no event later than final payment under the purchase order, or Supplier shall be barred from any remedy for such claim;

35.1.2. For any such claim of more than \$100,000, Supplier shall submit with the claim a certification to GKN and to the contracting officer for the prime contract that: (i) the claim is made in good faith, (ii) the supporting data are accurate and complete to the best of Supplier's knowledge and belief, and (iii) the amount requested accurately reflects the contract adjustment for which Supplier believes the Government is liable. Such certification shall be executed by a person duly authorized to bind Supplier, and Supplier shall indemnify and hold GKN harmless from damages, judgments, costs (including reasonable attorneys' fees), and other liabilities arising from any breach of such certification of any violation of Section 5 of the Contract Disputes Act of 1978 (41 U.S.C. §604) or any violation of common law or statutory prohibitions against misrepresentations, fraud or false statements;

35.1.3. Supplier and GKN will cooperate fully in prosecuting any such claim and will be bound by the outcome;

35.1.4. Supplier and GKN will each bear their own costs of prosecuting any such claim; and

35.1.5. Nothing in this contract or a purchase order grants Supplier a direct right of action under the Disputes clause of the prime contract.

35.2. In case of any dispute, claim or controversy arising in any way, directly or indirectly, from or relating to any purchase order or any performance or work thereunder, the parties shall use all reasonable efforts to resolve the dispute in the ordinary course of business and by discussion and meeting prior to commencement of any litigation or other proceeding.

35.3. **Waiver of Jury.** The parties agree that any dispute, claim or controversy shall (if a trial occurs) be tried to the court sitting without a jury, notwithstanding any constitutional or statutory rights or provisions.

35.4. **Venue and Jurisdiction.** With respect to any dispute involving a purchase order, the parties consent to the personal and exclusive jurisdiction of the courts in the State of the GKN location issuing the purchase order.

35.5. **Continued Performance During Disputes.** Pending final resolution of any dispute arising under or relating to a purchase order, the parties will proceed with performance of the purchase order, and Supplier's performance will be in accordance with GKN's written instructions, notwithstanding any rights to suspend or stop performance which might otherwise apply.

36. **Choice of Law.** These terms and conditions and any purchase order shall be governed exclusively by the laws of the State of the GKN location issuing the purchase order, except that any provision in the contract or purchase order that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements any FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Board of Contract Appeals, and quasi-judicial agencies of the Federal Government.

37. **Integration and Merger.** These terms and conditions together with any long term agreement referencing these Terms and Conditions, any nondisclosure agreement executed by the parties, and any purchase orders issued to Supplier, including attachments and documents incorporated herein or therein by reference (e.g., project specifications and project drawings), constitute the entire agreement between GKN and Supplier, and supersede all prior representations, agreements, understandings, and communications between GKN and Supplier. No amendment or modification of this contract or a purchase order will be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both GKN and Supplier. The rights and remedies afforded to either party pursuant to any part or provision of these Terms and Conditions, any long term agreement, or any GKN purchase order are in addition to any other rights and remedies afforded by any other parts or provisions of these Terms and Conditions, any long term agreement, purchase order, by law, or otherwise.

**SCHEDULE A
CLAUSES INCORPORATED BY REFERENCE
FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are applicable to, and incorporated by reference into all purchase orders ("Order") issued by GKN for non-commercial items, see FAR 2.101, in which the ultimate purchaser or end user is the United States Government or any instrumentality thereof. The following clauses shall have the same force and effect as if set forth below in full text. The dates of these clauses are the dates in effect as of the date of the Order issued by GKN. Supplier agrees to flow-down, as required, all applicable FAR and DFARS clauses as such are in effect as of the date of the Order. Supplier further agrees that all notifications and other communications required by these clauses shall be made through GKN's Purchasing Representative, unless the Order specifically provides otherwise.

Except as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into the Order in order to make the context of these clauses reflect the contractual relationship between GKN and Supplier: "Contractor" or "prime contractor" or "Offeror" shall mean "Supplier." "Government" shall mean "GKN." "Contracting Officer" shall mean "GKN's Purchasing Representative." "Contract" or "Schedule" shall mean the Order(s) issued by GKN to Supplier. Provided, however, that the terms "Government", and "Contracting Officer", do not change (1) when a right, act, authorization or obligation can be granted or performed only by the Government or its duly authorized representative; (2) when title to property is to be transferred directly to the Government; (3) with regard to FAR 52.203-6, 52.227-1, 52.227-2; and (4) where specifically modified as noted below:

NOTES: Clauses with "(NOTE 1)" following the clause citation shall not apply to Commercial Items meeting the following criteria: (a) the Supplier's proposal identifies and represents its Work to be a Commercial Item as defined in FAR 2.101 and provides supporting rationale and documentation to Buyer, and (b) Buyer agrees and documents in this PO that Supplier's Work is a Commercial Item.

<u>FAR</u>	<u>TITLE</u>
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government (applicable if Order exceeds simplified acquisition threshold)
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (in (c) "prime contractor" means Supplier)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Code of Business Ethics and Conduct (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-14	Display of Hotline Poster(s) (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-15	Whistleblower Protections Under American Recovery and Reinvestment Act
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-2	Security Requirements (omit (c))
52.204-9	Personal identity verification of contractor personnel
52.204-10	Reporting executive compensation and first tier subcontract awards (This clause as modified herein applies if FAR 52.204-10 is included in Buyer's contract with its customer and this Order exceeds \$25,000. Replace the FAR clause with the following: "Seller shall support Buyer's compliance to FAR 52.204-10 as follows: (a) Seller is notified and agrees that information about the Seller will be reported in accordance with this clause, (b) Seller agrees to provide information to Buyer as necessary to ensure Buyer's compliance to this clause, and (c) Seller agrees to input information to www.CCR.gov and update it annually to provide the information as required by FAR 52.204-10(c)(3) related to executive compensation.")
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applicable unless Supplier is furnishing commercially available off-the-shelf-items)
52.207-4	Economic Purchase Quality - Supplies
52.209-6	Protecting the government's interest when subcontracting with contractors debarred, suspended, or proposed for debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.214-26	Audit and Records--Sealed Bidding (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1))
52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications - Sealed Bidding (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means GKN; Supplier shall submit certification to GKN as reasonably requested, and indemnify and hold GKN harmless for all loss, damage and expense resulting from Supplier's failure to comply ("Supplier certification and indemnification")
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-2	Audit and Records - Negotiation (applicable if Order exceeds simplified acquisition threshold; the term "Contracting Officer" in (b), (c) and (e) means the Government's Contracting Officer)
52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (d) "United States" means GKN; Supplier certification and indemnification applies)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means GKN; Supplier certification and indemnification applies)
52.215-12	Subcontractor Cost or Pricing Data (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-14	Integrity of Unit Prices (applicable if Order exceeds simplified acquisition threshold; omit (b))
52.215-15	Pension Adjustments and Asset Reversions (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money

- 52.215-18 **Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
- 52.215-19 **Notification of Ownership Changes** (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Subpart 31.2)
- 52.215-20 **Requirements for cost or pricing data or information other than cost or pricing data** (applicable for Commercial Items)
- 52.215-21 **Requirements for cost or pricing data or information other than cost or pricing data - MODS** (applicable for Commercial Items)
- 52.215-23 **Limitations on pass-through charges** (applicable as specified in FAR 15.408 (n)(1)) (NOTE 1)
- 52.217-7 **Option for Increased Quantity--Separately Priced Line Item** ("Schedule" means Order; written notice within reasonable time determined by GKN)
- 52.219-8 **Utilization of Small Business Concerns** (applicable if Order exceeds simplified acquisition threshold)
- 52.219-9 **Small Business Subcontracting Plan**
- 52.222-1 **Notice to the Government of Labor Disputes**
- 52.222-3 **Convict labor**
- 52.222-4 **Contract Work Hours and Safety Standards Act--Overtime Compensation**
- 52.222-11 **Subcontracts** (labor Standards)
- 52.222-20 **Walsh-Healey Public Contracts Act** (applicable if Order exceeds \$15,000)
- 52.222-21 **Certification of Nonsegregated Facilities**
- 52.222.24 **Pre-award On-Site Equal Opportunity Compliance Evaluation**
- 52.222-25 **Affirmative action compliance**
- 52.222-26 **Equal Opportunity** (omit (d))
- 52.222-27 **Affirmative Action Compliance Requirements for Construction**
- 52.222-34 **Project Labor Agreement**
- 52.222-35 **Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (applicable if Order exceeds \$100,000)
- 52.222-36 **Affirmative Action for Workers with Disabilities** (applicable if Order exceeds \$15,000)
- 52.222-37 **Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (applicable if Order exceeds \$100,000)
- 52.222-40 **Notification of Employee Rights Under the National Labor Relations Act**
- 52.222-41 **Service contract act of 1965, as amended**
- 52.222-50 **Combating trafficking in persons**
- 52.222-51 **Exemption from Application of the Services Contract Act to Contracts Maintenance, Calibration, or Repair of Certain Equipment Requirements**
- 52.222-53 **Exemptions from Application of the Services Contract Act to Contracts for Certain Services Requirements**
- 52.222-54 **Employment Eligibility Verification**
- 52.222-55 **Minimum Wages under Executive Order 13658** (applicable if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements Construction statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "GKN")
- 52.222-60 **Paycheck Transparency (Executive Order 13673)** (applicable if this Contract exceeds \$500,000. Does not apply if SELLER is furnishing commercially off-the-shelf-items)
- 52.223-3 **Hazardous Material Identification and Material Safety Data**
- 52.223-7 **Notice of Radioactive Materials** (insert 90 days)
- 52.223-11 **Ozone-Depleting Substances**
- 52.223-13 **Certification of toxic chemical release reporting** (applicable to competitive solicitations /contracts which exceed the simplified acquisition threshold)
- 52.223-15 **Energy Efficiency in Energy Consuming Products**
- 52.223-18 **Contractor policy to ban text messaging while driving**
- 52.225-1 **Buy American Act--Supplies** ("domestic end products" to include items ordered hereunder, whether or not end products themselves)
- 52.225-3 **Buy American Act--Free Trade Agreement--Israeli Trade Act**
- 52.225-5 **Trade Agreements**
- 52.225-8 **Duty-Free Entry** (in (c)(1) change "20 calendar days" to "30 calendar days"; in (c)(2) change "10 calendar days" to "20 calendar days;" in (f) "Government" means the U.S. Government)
- 52.225-13 **Restrictions on Certain Foreign Purchases**
- 52.225-21 **Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act – Construction Materials Under Trade Agreements**
- 52.227-1 **Authorization and Consent** (applicable if Order exceeds simplified acquisition threshold)
- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (applicable if Order exceeds simplified acquisition threshold)
- 52.227-3 **Patent Indemnity**
- 52.227-9 **Refund of Royalties**
- 52.227-10 **Filing of Patent Applications--Classified Subject Matter**
- 52.227-11 **Patent Rights--Ownership by the Contractor**
- 52.227-13 **Patent Rights--Ownership by the Government**
- 52.227-14 **Rights in Data--General** (in (b) "Government" means the U.S. Government; in (c)(1) and (e) "contracting officer" means the Government's Contracting Officer)
- 52.228-5.1 **insurance – work on a government installation**
- 52.229-3 **Federal, State, and Local Taxes**
- 52.229-6 **Taxes – Foreign Fixed-Price Contracts**
- 52.229-10 **State of New Mexico Gross Receipts and Compensating Tax**
- 52.230-2 **Cost Accounting Standards** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; omit (b))
- 52.230-3 **Disclosure and Consistency of Cost Accounting Practices** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; omit (b))
- 52.230-4 **Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns**
- 52.230-5 **Cost Accounting Standards – Educational Institutions** (applicable only when referenced in this Contract that this CAS clause applies. "United States" means "United States or GKN". Delete paragraph (b) of the clause.)
- 52.230-6 **Administration of Cost Accounting Standards** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; CFAO means GKN's Purchasing Representative)

52.232-17	Interest
52.232-27	Prompt Payment for Construction Contracts
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	Protest after Award (in (f) omit the phrase "and pursuant to the requirements of Subpart 32.6")
52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment and Vegetation (applicable if Work is performed on a Government installation. Note 2 applies to the second time "Government" appears in the clause.)
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-1	Changes – Fixed Price (Note 1 applies. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services)
52.243-6	Change order accounting
52.244-2	Subcontracts (Including Alternate I) (NOTE 1)
52.244-5	Competition in subcontracting (NOTE 1)
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies—Fixed Price
52.246-3	Inspection of Supplies – Cost – Reimbursement
52.246-4	Inspection of Services – Fixed Price
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (in (c)(1) "subcontractor" means Supplier)
52.248-1	Value Engineering (applicable if Order exceeds \$100,000; in (c)(5) and (m) "Government" means the U.S. Government)
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Default (Fixed-Price Supply and Service)

DFARS

252.203-7001

TITLE

Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (applicable if Order exceeds simplified acquisition threshold and GKN is prime contractor to the Government)

252.203-7002

Requirement to inform Employees of Whistleblower rights

252.203-7003

Agency Office of the Inspector General (applicable when FAR 52.203-13 applies to this Contract.)

252.203-7004

Display of Fraud Hotline Poster(s) (applicable in lieu FAR 52.203-14.)

252.204-7000

Disclosure of Information (change "45 days" to "60 days")

252.204-7012

Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7015

Disclosure of Information to litigation support contractors

252.211-7003

Item Identification and Valuation

252.215-7000

Pricing Adjustments (NOTE 1)

252.215-7002

Cost estimating system requirements (applicable if cost or pricing data is required) (NOTE 1)

252.219-7003

Small Business Subcontracting Plan (DOD Contracts)

252.222-7000

Restrictions on employment of personnel (NOTE 1)

252.222-7006

Restrictions on the use of mandatory arbitration agreements (applicable if this Order exceeds \$1 million) (NOTE 1)

252.223-7001

Hazard Warning Labels

252.223-7008

Prohibition of Hexavalent Chromium

252.225-7001

Buy American Act and Balance of Payments Program ("domestic end products" to include items ordered hereunder, whether or not end products themselves; Supplier shall submit certification to GKN as reasonably requested)

252.225-7002

Qualifying country sources as subcontractors

252.225-7006

Quarterly reporting of contract performance outside the U. S. (applicable if this Order exceeds the threshold in FAR 15.403-4(a)(1)) (NOTE 1)

252.225-7007

Prohibition on acquisition of United States munitions list items from communist Chinese military companies

252.225-7008

Restriction on acquisition of specialty metals

252.225-7009

Restrictions on acquisition of certain articles containing specialty metals (applicable if delivered items contain specialty metals. Paragraph (d) is deleted)

252.225-7012

Preference for Certain Domestic Commodities

252.225-7013

Duty Free Entry

252.225-7016

Restriction on Acquisition of Ball and Roller Bearings

252.225-7021

Trade Agreements ("end products" shall include the items ordered hereunder)

252.225-7025

Restriction on acquisition of forgings

252.225-7030

Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate

252.225-7033

Waiver of United Kingdom levies (applicable if Order exceeds \$1 Million with a United Kingdom firm)

252.225-7036

Buy American Act – Free Trade Agreements – Balance of Payments Program (Alternate I applies if in prime contract)

252.225-7043

Antiterrorism/force protection policy for defense contractors outside the United States (applicable if Supplier will be performing or traveling outside the United States under this Order)

252.225-7048

Export-Controlled Items

252.226-7001

Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (applicable if Order exceeds \$500,000)

252.227-7013

Rights in technical data - noncommercial items (NOTE 1)

252.227-7014

Rights in noncommercial comp. software & noncommercial comp. software documentation (NOTE 1)

252.227-7015

Technical data - commercial items

252.227-7016

Rights in bid or proposal information

252.227-7017 Identification and assertion of use, release, or disclosure restrictions (NOTE 1)
252.227-7019 Validation of asserted restrictions—comp. software (NOTE 1)
252.227-7025 limitations on use or disclosure of government-furnished information marked with restrictive legends (NOTE 1)
252.227-7026 Deferred delivery of tech. data or comp. software (NOTE 1)
252.227-7027 Deferred ordering of tech. data or comp. software (NOTE 1)
252.227-7028 Technical data or computer software previously delivered to the government (NOTE 1)
252.227-7030 Technical data - withholding of payment (NOTE 1)
252.227-7037 Validation of restrictive markings on technical data (NOTE 1)
252.227-7038 Patent rights – ownership by the contractor (LARGE BUSINESS) (NOTE 1)
252.227-7039 Patents - reporting of subject inventions (NOTE 1)
252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000 Supplemental cost principles (NOTE 1)
252.235-7003 Frequency authorization (NOTE 1)
252.236-7000 Modification proposals - price breakdown
252.243-7001 Pricing of Contract Modifications
252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.246-7001 Warranty of data (AND ALTERNATE II) (NOTE 1)
252.246-7003 Notification of Potential Safety Issues
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008 Sources of electronic parts
252.247-7023 Transportation of Supplies by Sea (applicable if Order exceeds simplified acquisition threshold)
252.247-7024 Notification of Transportation of Supplies by Sea
252.249-7002 Notification of Anticipated Contract Termination or Reduction (applicable if Order exceeds \$100,000; omit (d)(1) and the first five words of (d)(2))