

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, including any Contract or purchaser order, by GKN Aerospace U.S. companies.

1. **Definitions.** As used throughout these Standard Terms and Conditions of Purchase (“**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 or engaged in a Contract with Supplier.
“**Supplier**” shall mean the contracting party with whom the purchase order is placed, or with whom GKN has engaged in a Contract.
“**purchase order**” or “**Contract**” (if the context so requires) shall mean the authorized ordering mechanism placed by GKN with Supplier for goods or services. Contract may include, for example, a written long-term agreement or statement of work between the parties.
“**Government**” shall mean the United States Federal 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, and any applicable Contract, 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, those incorporated in the purchase order by reference, these Terms and Conditions including Schedule A if applicable, which can be found at <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/>, a governing Contract if applicable, and any supplementary terms and conditions of purchase or quality or other requirements or procedures available to Supplier on GKN Aerospace's “**Supplier Portal**” which can be found at <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/> or its successor webpage, or otherwise made available to Supplier. 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 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, any applicable Contract, 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 Supplier 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 numbers 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, purchase order, or these Terms and Conditions; (b) any amount owing from Supplier to GKN; (c) any adjustment for shortage or rejection or by costs occasioned thereby, or (d) any overcharge by Supplier. In the event that GKN becomes aware of a potential violation of any 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 and 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 by Contract or 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 by Contract or in any purchase order.
- 5.2. The Contract or 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 Contract or 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 a Contract or purchase 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 the greater of \$1000 or 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). The parties intend that the liquidated damages constitute compensation in the amount of a reasonable estimate of anticipated actual harm, and not a penalty. The Supplier's payment of the liquidated damages is Seller's sole liability and entire obligation and GKN's exclusive remedy for Supplier's breach under this Section 5.
- 5.4. The Supplier shall provide GKN with all documentation relevant to the goods or services and all documentation supplied by the Supplier shall be complete and accurate.
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 by Contract or 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, Contract, 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, Contract, 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 government or regulatory 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 Contract 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, Contract, 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 Contract or 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 purchase 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 these Terms and Conditions. Pending resolution of any such adjustment, Supplier will diligently pursue the performance of the Contract or purchase 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 Contract with Supplier or purchase order(s) issued to the Supplier.

8.2. Changes may be asserted for only if the recurring and/or nonrecurring is equal to or greater than three 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 a purchase 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 purchase 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 stop-work order, Supplier will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work 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, any Contract, 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 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. Supplier warrants to GKN that all services furnished to GKN will be supplied in accordance with applicable service levels; be supplied with reasonable care and skill; be supplied efficiently, safely and competently by suitably qualified, authorized, and experienced personnel, in conformity with any applicable industry code of practice; and be of the quality reasonably expected from a skilled and experienced operator providing equivalent services in the same circumstances;

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 or services. GKN may return defective goods from any GKN location to the nearest authorized Supplier location at Supplier's cost. 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 Supplier's 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 or services 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 goods or services thereof. Even if the parties disagree about the existence of a breach of this warranty, Supplier shall, at no additional cost to GKN, promptly comply with GKN's direction to (i) repair, rework or replace the goods, (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance, or (iii) undertake such additional work and/or re-provide the services as may be required in order to correct the relevant issues.

10.4. If Supplier fails, upon timely written notice, to repair, refund, credit, or replace goods or services in a timely manner, Supplier shall reimburse GKN for actual and reasonable expenses required for cover.

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 or its affiliates 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 Contract or 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 or any of its affiliates; and, to information supplied in electronic form, including CAD/CAM and computer aided engineering data ("Confidential Information"). Supplier will not sell any Confidential Information, and will deface or otherwise render unsuitable for use any Confidential Information of which Supplier disposes. Upon fulfillment or termination of any Contract or 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 Confidential Information supplied by GKN or return such Confidential 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 Contract or 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 ("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 Contract or purchase order; and/or

(iii) are included in the goods or services supplied by Supplier under any Contract or 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 Contract or 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.

15.5. Supplier hereby grants to GKN a royalty-free, non-exclusive, irrevocable license (with the right to sub-license) all rights to intellectual property that is owned, controlled, obtained, or developed by Supplier other than during the course of performing the relevant purchase order or Contract which may be necessary:

15.5.1. for the use or exploitation by GKN of the intellectual property that arises from the performance of work in pursuance of a Contract or purchase order;

15.5.2. for the performance by GKN of its obligations under any purchase order or Contract; and

15.5.3. to use, distribute, sell, maintain, repair and/or exploit the goods or services.

15.6. The Supplier shall:

15.6.1. not make any change or amendment to any GKN designs, drawings, standards, plans, specifications or similar documents or information ("GKN Designs") without GKN's prior written approval; and

15.6.2. not reproduce any GKN Design in any form without clearly marking such reproduction as being subject to copyright or other intellectual property rights of GKN.

15.7. The foregoing obligations are in addition to and not as a replacement for any obligations under any joint development agreement(s) in place between the parties.

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 owned by GKN or GKN's customer and 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 where 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, negligence, or willful misconduct with respect to a Contract or purchase 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 Contract or 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 Contract or 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 Contract or 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 Contract, 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 Contract or purchase order, except as a result of a force majeure event; (ii) fails to comply with any other provision of such Contract, purchase order or these Terms and Conditions; (iii) fails to make progress so as to endanger performance of such Contract, purchase order or 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 Contract, purchase order or these Terms and Conditions, GKN may terminate such Contract or 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 Contract or 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 reserved to GKN under a Contract or these Terms and Conditions 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 Contract or purchase order does not relate to a U.S. Government contract, unless otherwise agreed by the parties in writing, GKN may terminate any Contract or 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 shall otherwise continue performance under existing purchase orders;
- 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 Contract or 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 Contract or 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 Contract, 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 Contract or purchase order delivery schedule. If any revision of the purchase order or forecast affects a good for which Supplier was authorized to commence manufacture by prior versions of the purchase 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 purchase 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 purchase order or forecast: (i) affects a good for which Supplier was authorized to commence manufacture by the prior revision of the purchase 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 LAWS, GKN SUPPLIER CODE OF CONDUCT, 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.

21.1. Supplier shall:

21.1.1. comply with all anti-bribery laws, including non-exclusively all applicable laws relating to anti-bribery and anti-corruption including the (UK) Bribery Act 2010 and the (US) Foreign Corrupt Practice Act of 1977; and

21.1.2. have and maintain in place its own policies and procedures (including "adequate procedures" under the (UK) Bribery Act 2010) to ensure compliance with anti-bribery laws and GKN's Supplier Code of Conduct <https://www.gknaerospace.com/globalassets/downloads/aerospace-suppliers-portal/gkn-aerospace-supplier-code-of-conduct.pdf>, and enforce them in accordance with their terms.

21.1.3. 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 purchase order or Contract;

21.1.4. 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.

21.2. Supplier shall ensure that any person associated with Supplier who is performing services or providing goods in connection with this purchase order or Contract does so only on the basis of terms equivalent to those imposed on Supplier in this Section 21. Supplier shall be responsible for the observance and performance by such persons of this section, and shall be directly liable to GKN for any breach by such persons of any of this section.

22. **Certifications.** Supplier hereby certifies that the goods called for by the Contract or 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 whom 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

- 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.

26. Compliance with GKN Supplier Code of Conduct.

- 26.1. Supplier shall comply with the GKN Supplier Code of Conduct made available at <https://www.gknaerospace.com/globalassets/downloads/aerospace-suppliers-portal/gkn-aerospace-supplier-code-of-conduct.pdf/> or any successor URL, in each case as GKN may update from time to time.

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. This section does not otherwise diminish or limit Supplier's obligations regarding the receipt, use, protection, and/or disclosure of GKN Proprietary Information 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 written agreement between the parties, 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) a Statement of Work; (iii) any Schedules or Appendices to a signed long term agreement; (iv) the terms of any signed long term agreement between the parties; (v) these Terms and Conditions; (vi) the terms of any purchase order to the extent they are other than those set forth in (i)-(v); (vii) project specifications; and (viii) 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 and 20 above.
31. **Obligation to Notify GKN.**
 - 31.1. Supplier shall notify GKN immediately upon it, or any of its representatives, becoming aware of any fact, matter or circumstance which may adversely affect:
 - 31.1.1. the Supplier's ability to perform any of its contractual obligations, including any strikes, lockouts or other industrial action, or any shortage of materials affecting it, its sub-contractors or sub-suppliers; or
 - 31.1.2. the airworthiness of any aircraft that is a subject of a purchase order or Contract.
 - 31.2. Such notice will include all relevant information with respect to such circumstance or 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, Contract, these Terms and Conditions, at law or otherwise, except as otherwise provided in writing by the parties.
32. **Government Contracts.** With respect to any Contract or purchase order in which the ultimate purchaser or end user is the U.S. Government, 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. Schedule A can be found at <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/>.
33. **Assignment and Subcontracting.**
 - 33.1. Neither a Contract, purchase order, nor any interest in a Contract or 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 a Contract, these Terms and Conditions or any purchase order, or to exercise any right or remedy available under a Contract, 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 a Contract, 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 of Government Contracts.**

- 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 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.

36. **Arbitration.**

- 36.1. Subject to Section 35 above, any controversy or claim arising out of or relating to the supply of goods or services by Supplier, or the breach of any contract by Supplier thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules").
- 36.2. The award rendered by the arbitrators shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets is located (to whose jurisdiction the parties consent for the purposes of enforcing the award).
- 36.3. There shall be three arbitrators agreed to by the parties within 30 days of receipt by respondents of the request for arbitration or, in default of such agreement, by the AAA.
- 36.4. The seat or place of arbitration shall be in the state of the GKN location issuing the purchase order. The arbitration shall be conducted and the award shall be rendered in the English language.
- 36.5. Except as may be required by law, neither a party nor the arbitrators may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.
37. **Continued Performance During Disputes.** Pending final resolution of any dispute arising under or relating to a Contract or purchase order, the parties will proceed with performance of the Contract or 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.
38. **Choice of Law.** These terms and conditions and any Contract or purchase order, and all matters arising out of or relating to these terms and conditions and any Contract or purchase order, shall be governed exclusively by the laws of the State of the GKN location issuing the purchase order, without giving effect to the conflict of laws provisions thereof. The foregoing sentence shall be subject to the following exceptions:
- 38.1. when U.S. Federal common law of government contracts exists on substantive matters, such U.S. Federal law shall apply;
 - 38.2. 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 U.S. Federal common law of government contracts as enunciated and applied by federal judicial bodies, Board of Contract Appeals, and quasi-judicial agencies of the U.S. Federal Government; and
 - 38.3. all matters of privilege as to communications and documents shall be subject to and governed by the law of the State of Texas.

The United Nations Convention on the International Sale of Goods shall not apply to these Terms and Conditions, a purchase order or a Contract.

39. **Integration and Merger.** These Terms and Conditions together with any Contract, any nondisclosure agreement executed by the parties, and any purchase orders issued to Supplier, including attachments and documents incorporated 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 Contract, 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 Contract, purchase order, by law, or otherwise.