

**GKN AEROSPACE
STANDARD TERMS AND CONDITIONS OF PURCHASE**

These Standard Terms and Conditions of Purchase apply to all purchases of Goods GKN Aerospace companies and sites located in the United States.

1. **Definitions.** As used throughout these Standard Terms and Conditions of Purchase ("Terms and Conditions"), the following definitions apply unless stated otherwise:
 - a) **"Goods"** means the articles, materials, products, services, or supplies purchased by GKN from the Supplier under an Order, Purchase Order, or Contract.
 - b) **"GKN"** means any GKN Aerospace entity or site located in the United States issuing the Order, Purchase Order, or Contract.
 - c) **"Seller"** or **"Supplier"** means the contracting party with whom GKN issues the Order, Purchase Order, or Contract.
 - d) **"Order"** or **"Purchase Order"** or **"Contract"** means the authorized ordering mechanism placed by GKN with Supplier for the purchase of Goods and the terms may be used interchangeably throughout this document.
 - e) **"Government"** means the United States Government or any department or agency thereof.

ACCEPTANCE

2. **Acceptance.** These Terms and Conditions, including Schedule A, together with any referenced documents, attachments, schedules, and exhibits noted on the Purchase Order (collectively "Terms and Conditions") constitutes the complete and entire agreement between GKN and Supplier and acceptance by Supplier is strictly limited to these Terms and Conditions. Additional, inconsistent, or differing terms, including any conditions or limitations of liability proposed by Supplier, whether in a quote, acceptance, acknowledgement, delivery document, or otherwise, shall have no effect and are expressly rejected unless otherwise accepted or modified in writing by an authorized representative of GKN. Supplier acknowledges and agrees that it is responsible for fully complying with these Terms and Conditions and any applicable requirements, supplementary terms, and quality standards, which are available at GKN's **"Supplier Portal"** <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.

DELIVERY, INVOICING, PAYMENT TERMS

3. **Packing, Marking and Shipping.** Supplier shall pack, mark and ship all Goods in accordance with the requirements of GKN's Packing, Marking and Shipping Instructions as found on the Supplier Portal or otherwise made available to Supplier, and shall be in 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's written shipping instructions and use 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 Goods. Supplier is liable for all damages to the Goods resulting from improper packing or shipping, or for any other damages to the Goods, regardless of cause, that occurs while the Goods are in transit and prior to acceptance by GKN.
4. **Delivery.** Delivery shall be Delivered Duty Paid ("DDP") Incoterms® 2020 at GKN's designated place of delivery stated on the Purchase Order.
 - 4.1. Unless otherwise excused pursuant to Section 30, time is of the essence in all Purchase Orders and Supplier will deliver acceptable Goods in strict conformity with the delivery schedule set forth in the Purchase Order. 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.
 - 4.2. Unless otherwise agreed in writing, 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 the 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 or GKN may, at GKN's sole discretion, store the Goods 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 Goods. Further, any delivery containing less than the scheduled delivery quantity is subject to payment withhold until the balance of the Goods are delivered. Any acceptance by GKN of a partial delivery of Goods will not operate as a waiver of any of GKN's rights or remedies under these Terms and Conditions.
 - 4.3. Unless otherwise excused pursuant to Section 30, at GKN's option and sole discretion, if Supplier fails to deliver any Goods ordered under an Order by GKN by the delivery date, in consideration of the difficulties in calculating the damages which any such delay would cause GKN, GKN will charge Supplier, as liquidated damages, a sum equal to one percent of the price of the delayed Goods for each full calendar day of delay plus any amount of 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, to include damages GKN owes its customer from Supplier's late delivery, shall not exceed forty percent of the price of the delayed Good(s). Liquidated damages under this Section 4.3 is not GKN's exclusive remedy for any late deliveries of Goods and GKN reserves the right to pursue and recover from Supplier any direct damages to GKN caused by Supplier's late deliveries.
 - 4.4. If the Purchase Order indicates that the Goods are a Defense Priority Allocation System ("DPAS") rated order, Supplier will fully comply with the requirements of 15 CFR 700, *et. seq.*

Revised April 1, 2021

5. Invoicing, Payment Terms.

- 5.1. **Invoicing.** All invoices shall be sent to GKN at the address stated in the Purchase Order. All invoices must:
- 5.1.1. Include the applicable GKN Purchase Order number;
 - 5.1.2. Itemize any taxes to be paid by GKN;
 - 5.1.3. Include any line item number(s) from the GKN Purchase Order, description, unit price, quantity and extended price, if any;
 - 5.1.4. If requested by GKN, include the name of the person requesting the material or service;
 - 5.1.5. If requested by GKN by written notification, include Supplier's certification that all Goods 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.
- 5.2. **Delays for Non Compliance.** Failure to comply with invoice requirements noted in section 4.1 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.
- 5.3. **Offset; Withholdings.** GKN may offset against any amounts due under Supplier's invoices: (a) for any damages resulting from Supplier's default under or breach of any Contract with GKN (including any Purchase Order and these Terms and Conditions), which also includes breach under any Contract with a GKN affiliate; (b) any amount owing from Supplier to GKN or any GKN affiliate; (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, GKN may withhold, without any liability or interest, any payment due to Supplier related to any such potential violation, pending investigation and resolution of such potential violation.
- 5.4. **Payment Terms.** Unless otherwise provided for under the applicable Purchase Order or other 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 Goods are received, (ii) the date the Goods are scheduled to be received, or (iii) the date an acceptable invoice is received, whichever is latest.
- 5.5. **Payment Date; Discounts.** If GKN accepts any shipment ahead of schedule, GKN may, in its discretion, make payments 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 Goods acceptable to GKN are delivered, or the date that an acceptable invoice is received, whichever is the later.
- 5.6. **Taxes.** All prices indicated in a Purchase Order includes 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. Supplier is solely responsible for, and shall ensure prompt payment, of all payroll and income taxes for its employees.
6. **Most Favored Customer.** Supplier warrants that it will not charge GKN more for any Goods than it charges any other customer for such Goods. Supplier will adjust prices upon discovery of any amounts paid by GKN that reflect a breach by Supplier of such pricing commitment and refund any excess payments made by GKN. GKN or its representatives, at GKN's cost, may audit all pertinent books, records and files of Supplier in order to verify compliance with this Section 6.

INSPECTION, CHANGES, WARRANTY

7. Inspection.

- 7.1. **Right to Inspect.** All Goods acquired by GKN from Supplier are subject to GKN's inspection before or after receipt of the Goods by GKN regardless of when title to the Goods transfers to GKN. GKN's inspection may include physical, visual and/or mechanical review, as well as a request by GKN for any documentation necessary to substantiate that the Goods meet quality requirements, specifications, or specific requirements set forth in the Purchase Order.
- 7.2. **Correction, Rejection.** GKN will notify Supplier in writing if any Goods are defective in material or workmanship or not in conformity with the drawings, specifications, samples, required documentation or other requirements. GKN will provide Supplier a commercially reasonable timeframe to correct the defect or non-conformity; provided, however, that 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 but only to the extent GKN's manufacturing needs require such action in order for GKN to meet its customer requirements. Further, 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. Supplier will reimburse GKN for any rejected or returned Goods returned to Supplier and previously paid for by GKN.
- 7.3. **Right of Recovery.** In addition to any other rights GKN may have under the Purchase Order, these Terms and Conditions, or otherwise, GKN may recover any and all costs, expenses and damages paid, incurred or suffered, to include damages GKN pays to its customers and third parties, as a result of or relating to holding, returning, replacing, correcting or rejecting defective or nonconforming Goods to the extent that such costs, expenses or damages were caused by in whole, or in part, by Supplier. 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.** All work performed by Supplier is subject to inspection at Supplier's work site 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 and upon reasonable prior notice to conduct inspections and

tests of any finished or unfinished products used to manufacture Goods. Supplier will make available its facilities to accommodate the safety and reasonable convenience of such representatives. Supplier shall include a substantially similar provision in its subcontracts, if issued, to manufacture Goods. When reasonably requested, 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's manufacturing facilities.

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 a Purchase Order or constitute a waiver of any defects or nonconformities. The acceptance by GKN of any Goods 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 unilateral 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, or the Invoicing instructions by notice to Supplier and such notice shall take precedence over the prior terms. If any such change causes an increase or decrease in the cost of, or time required for performance of any work, 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, including 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, the amount claimed, the reasons therefore, and will include necessary documentation to substantiate Supplier's claim for equitable adjustment. GKN may request that Supplier 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 equitable adjustment by Supplier. If GKN and Supplier are unable to agree upon an equitable adjustment, the matter will be resolved in accordance with the dispute resolution procedures set forth in Section 35 of these Terms and Conditions. Pending resolution of any such adjustment, Supplier will continue its performance of the Purchase Order as changed. Notwithstanding the above, if GKN enters into an agreement with a customer that provides for no cost increase due to changes to delivery or work schedule, this same provision will apply to any Purchase Order(s) issued to the Supplier.

8.2. No equitable adjustment will be granted if the cost of the increase or decrease because of the GKN directed change is equal to or less 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. If Supplier implements such a change absent such written direction, Supplier will reimburse GKN for any damages GKN incurred from unauthorized changes and under no circumstances shall GKN owe Supplier any equitable adjustment in cost or schedule.

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. Upon cancellation or expiration of a stop work order, the Supplier shall immediately resume work. 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, the parties will agree to an equitable 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 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 Seller'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 required to be corrected or replaced shall be subject to this Section 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 as requested by GKN.

PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY

12. **Proprietary Information.** Supplier will maintain the confidentiality of all information furnished by GKN as proprietary or confidential and will not disclose any such information to any other person, or use such information for any purpose other than as strictly necessary in the performance of the Purchase Order to which it relates. Such confidentiality obligation applies, without limitation, to designs, inventions, software programs, source codes, materials, models, processes, methodologies, 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 or otherwise disclose any such information. 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 such 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 Section. Supplier will, in all of its contracts with its suppliers supporting any GKN Purchase Order, include provisions that secure for GKN the rights and protections provided for by this Section. 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. **Infringement Indemnity.** Supplier shall indemnify GKN, its affiliates, parent company, subcontractors, customers, suppliers, users or operators of the Goods or services ("Indemnified Parties") against liability, including costs, for any and all claims and in all proceedings alleging infringement of any United States or foreign patent or other intellectual property right arising out of the manufacture or delivery of Goods under a Purchase Order, or out of the use of, disposal by, or for the account of GKN of such Goods or service.

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, mask works, 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 pursuant to 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 intellectual property 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. Further, Supplier acknowledges and agrees that any work of authorship under 15.1 (ii) and (iii) above will be deemed a "Work Made for Hire" to the extent permitted by the United States Copyright Act (17 U.S.C. § 101 (2000)). To the extent that any such work of authorship may not be deemed to be a Work Made for Hire, Supplier hereby irrevocably assigns all ownership rights in and to such work to GKN. If any such work of authorship cannot be assigned, Supplier hereby grants to GKN an exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display such work in any media now known or hereafter known. Outside the scope of this Contract, Supplier agrees not to (a) practice, display, copy, reproduce, distribute, transfer, modify, adapt, alter, translate, improve, or create derivative works from, or otherwise use, any such work of authorship or (b) incorporate any such work of authorship into any product or invention unrelated to the GKN's business. To the extent moral rights may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Supplier hereby irrevocably waives such moral rights and consents to any action of GKN that would violate such moral rights in the absence of such consent.

- 15.3. 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.
- 15.4. All such specifications, designs, drawings, notes, data, documentation, information and other intellectual property referred to above shall be returned/provided (together with all copies) to GKN immediately upon request or in any event on completion or termination of the Purchase Order or upon termination of this Contract.
- 15.5. 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, mask works, 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 and paid for by GKN ("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. Upon completion of any relevant Order, Purchase Order, or Contract, 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

17. **Indemnification.** Supplier will defend, indemnify and hold harmless GKN and its affiliates, and their parent, 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 negligence or willful misconduct, Supplier's performance or nonperformance, out of or in connection with Supplier's breach of warranty, out of any defect in the Goods whenever discovered, or failure of Supplier to pay royalties, or any other breach of Supplier's obligations 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

19. **Default.** It is a default under these Terms and Conditions if Supplier: (i) refuses or fails to deliver any Goods within the time specified in such Purchase Order except as otherwise provided for; (ii) fails to comply with any other provision of a Purchase Order including these Terms and Conditions; or (iii) 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.
- 19.1. **Termination for Default.** In the event of any default by Supplier, GKN may terminate the 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.
- 19.1.1. If GKN terminates a Purchase Order for default, in whole or in part, GKN may acquire, under commercially reasonable terms, Goods or services similar to those terminated, in which case Supplier will be liable for any excess costs attributable to such procurement. Supplier shall continue to perform any work not terminated.
- 19.1.2. 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.
- 19.2. **Remedies.** GKN's rights and remedies under a Purchase Order and these Terms and Conditions are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available.
20. **Termination for Convenience.**

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- 20.1. **Government Contracts.** When a Purchase Order relates to a Government contract (the ultimate purchaser or end user is the U.S. government), GKN may terminate any work 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 the Order, Purchase Order, or Contract does not relate to a U.S. government contract, GKN may terminate any work 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 relevant Order, Purchase Order, or Contract.
- 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 Order, Purchase Order, or Contract 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, or delivery schedule. If any revision or forecast affects a Good for which Supplier was authorized to commence manufacture by prior versions of a Purchase Order or forecast in accordance with lead-time requirements, GKN shall be liable for manufacture of Goods within the lead-time requirements. 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 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

21. Compliance with Laws.

- 21.1. Supplier represents and warrants that all of the Goods 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.
- 21.2. Supplier agrees promptly to provide GKN with all information required for GKN to fulfill its obligations to the U.S. government or higher tier contractor under the terms of the supported prime contract, including any information required for GKN to satisfy its obligations under FAR 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards, FAR 52.204-14 – Service Contract Reporting Requirements, and FAR 52.204-15 – Service Contract Reporting Requirements for Indefinite Delivery Contracts.
- 21.3. GKN may withhold or demand payment from Supplier and/or Supplier shall be immediately responsible to pay GKN if—at any time, due to any action or inaction by Supplier, its suppliers, or its subcontractors—(i) GKN's contract price or fee is reduced according to any allegation or assertion that its costs are unallowable; (ii) GKN is subject to any fines, penalties, withholdings, or interest; or (iii) GKN incurs any other cost, damage, or expense related to any violation of any law, regulation, order, or ordinance. Supplier agrees promptly to pay all amounts demanded under this sub-paragraph. The rights set forth herein shall apply regardless of

whether GKN, the government, or a higher tier contractor initiates proceedings or obtains a judgment, decision, or order.

22. **Certifications.** Supplier hereby certifies that the Goods 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, 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. 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.** Supplier shall comply with 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 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. 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. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
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. 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

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; (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, quarantines, pandemics, 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 Section 19 above.
31. **Notification 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, at law or otherwise, except as provided herein or otherwise.
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 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, to include but not limited to, FAR supplements such as DFARS, are modified to provide for additional mandatory flow-down requirements, and these changes shall be made without cost to GKN. It is the responsibility of the Supplier to ensure compliance with Government acquisition laws, regulations, and orders.
- 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 between the parties that relates to a matter that gives GKN recourse against the U.S. 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 Order, Purchase Order, Contract, 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.** The parties unequivocally consent to the personal and exclusive jurisdiction of the federal and state courts in the State or Commonwealth of the GKN location issuing the Purchase Order.
- 35.5. **Continued Performance During Disputes.** Pending final resolution of any dispute between the parties, the parties will proceed with performance, 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 shall be governed exclusively by the laws of the State or Commonwealth of the GKN location issuing the Purchase Order, excluding such jurisdictions choice of law provisions, 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. **Counterfeit Parts.** If suspect or counterfeit parts are furnished under a Purchase Order and are found in any of the Goods delivered, such items will be impounded by GKN. Supplier, at Supplier's cost, shall promptly replace such suspect or counterfeit parts with parts acceptable to GKN and Supplier shall further be liable for all costs related to the removal and replacement of such parts, including without limitation, GKN's external and internal costs of removing such suspect or counterfeit parts, or reinserting replacement parts and of any testing necessitated by the reinstallation of Suppliers Good after suspect or counterfeit parts have been exchanged. Supplier shall be fully liable for all such costs, even if such costs might be considered indirect, special, or consequential damages. Supplier's liability for suspect or counterfeit parts shall not expire until 72 months after delivery to the end user. At GKN's request, Supplier shall return any removed suspect or counterfeit parts over to GKN's customer or the U.S. Government for further investigation. Supplier agrees that any Government or quasi-Government directive, such as a GIDEP alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Supplier's Goods contain counterfeit parts.
38. **Cyber Contractual Requirements.** To the extent Supplier is subject to NIST SP 800-171 security requirements pursuant to DFARS 252.204-7012, Seller represents and warrants that it has: (a) completed, within the past 3 years, and will maintain at least a current basic NIST SP 800-171 DoD Basic Assessment for all covered contractor information systems related to its business with GKN that are not part of an information technology system or service operated on behalf of the U.S. Government; and (b) that Supplier has submitted its Basic Assessment into the U.S. Government's Supplier Performance Risk System (SPRS) in conformance with DFARS 252.204-7020 prior to accepting this Purchase Order from GKN.

39. **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, schedules, exhibits, documents and the like, 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.

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

The following Federal Acquisition Regulation ("FAR") and Department of Defense FAR Supplement ("DFARS") provisions are applicable to, and incorporated by reference into all Purchase Orders entered into or issued by GKN 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 clauses shall apply as required by the terms of the applicable clause or by operation of law or regulation. The Contracts Disputes Act is not applicable and nothing in this Schedule A grants Supplier a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the clause set forth in Section 35 of the Terms and Conditions. Supplier shall flow-down, as required, all applicable FAR and DFARS clauses indicated by the provision or its prescriptive language. Supplier further agrees that all notifications and other communications required by a particular provision shall be made through GKN's Purchasing Representative, unless the Contract specifically provides otherwise. The full text of these clauses may be accessed at <https://www.acquisition.gov/browse/index/far> and <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>.

In all FAR, DFARS, and any agency clauses, the terms, "Offeror" shall mean "Supplier", "Government" shall mean "GKN", "Contracting Officer" shall mean "GKN's Purchasing Representative", "Contract" or "Schedule" shall mean the Contract between GKN and Supplier. Clauses shall be revised to suitably identify the parties to the Purchase Order and affect the proper intent of the provision, given the context of the provision, except where further clarified or modified below. Further, "Subcontractor" shall mean "Supplier" under this Contract when the clause is required to be further flow-downed to subtiers or the context of the clause so dictates. 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 U.S. Government or its duly authorized representative; (2) when title to property is to be transferred directly to the U.S. Government; (3) with regard to FAR 52.203-6, 52.227-1, 52.227-2; and (4) where specifically modified as noted below.

| FAR | TITLE |
|------------|--|
| 52.202-1 | Definitions (NOV 2013) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-3 | Gratuities (APR 1984) (applicable if the value of Contract exceeds the simplified acquisition threshold) |
| 52.203-5 | Covenant Against Contingent Fees (MAY 2014) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (JUN 2020) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-7 | Anti-Kickback Procedures (JUN 2020) (applicable if Contract exceeds \$150,000; sub-paragraph (c)(1) does not apply) |
| 52.203-8 | Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (MAY 2014) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007) (applicable if solicitation or Contract expected to exceed \$150,000) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (JUN 2020) (applicable if solicitation or Contract exceeds \$150,000) |
| 52.203-13 | Code of Business Ethics and Conduct (JUN 2020) (applicable if Contract exceeds \$6 million and performance period exceeds 120 days) |
| 52.203-14 | Display of Hotline Poster(s) (JUN 2020) (applicable if Contract exceeds \$6 million or a lesser amount is established by an agency) |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act (JUN 2010) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020) (applicable if Contract exceeds the simplified acquisition threshold) |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) |
| 52.204-2 | Security Requirements (AUG 1996) (applicable if Contract involves Supplier's access to classified information; omit paragraph (c)) |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (JAN 2011) (applicable if Supplier will have physical access to a federally-controlled facility or access to a federally-controlled information system) |
| 52.204-10 | Reporting executive compensation and first tier subcontract awards (JUN 2020) (This clause as modified herein applies if FAR 52.204-10 is included in GKN's contract with its customer and this Order exceeds \$30,000. Replace the FAR clause with the following: "Supplier shall support GKN's compliance to FAR 52.204-10 as follows: (a) Supplier is notified and agrees that information about the Supplier will be reported in accordance with this clause, (b) Supplier agrees to provide information to GKN as necessary to ensure GKN's compliance to this clause, and (c) Supplier agrees to input information to the System for Award Management (SAM) 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 (JUN 2016) (applicable if Supplier may have federal contract information residing in or transiting through its information system) |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) |
| 52.207-4 | Economic Purchase Quantity – Supplies (AUG 1987) (applicable if Contract is for supplies) |
| 52.209-5 | Certification Regarding Responsibility Matters (AUG 2020) (applicable only if Order exceeds SAT) |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (applicable if the value of Contract exceeds \$35,000; the notice requirement contemplated in this clause refers to notice Supplier shall provide GKN) |
| 52.209-7 | Information Regarding Responsibility Matters (OCT 2018) (applicable only if Order exceeds \$600,000) |
| 52.209-13 | Violation of Arms Control Treaties or Agreements – Certification (FEB 2021) (NOTE 1) (applicable only if Order exceeds SAT, other than solicitations for the acquisition of commercial items) |
| 52.211-5 | Material Requirements (AUG 2000) |
| 52.211-14 | Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008) (applicable only if Order is a rated order) |
| 52.211-15 | Defense Priority and Allocation Requirements (APR 2008) (applicable if Contract is a rated order) |
| 52.215-2 | Audit and Records – Negotiation (JUN 2020) (applicable if Contract exceeds simplified acquisition threshold and (a) Contract is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price determinable type contract or any combination of these; (b) certified cost and pricing data is required; or (c) Supplier must furnish reports as indicated. The term "Contracting Officer" in paragraphs (b), (c) and (e) means the Government's Contracting Officer.) |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data (AUG 2011) (applicable when it is contemplated that certified cost or pricing data will be required; all rights and obligations under this clause shall survive completion of the work and final payment under Contract; in paragraph (d) "United States" means GKN; Supplier certification and indemnification applies) |

- 52.215-12 **Subcontractor Certified Cost or Pricing Data (JUN 2020)** (applicable if Contract exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
- 52.215-13 **Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)** (applicable if Contract exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
- 52.215-14 **Integrity of Unit Prices (JUN 2020)** (applicable if Contract exceeds simplified acquisition threshold; omit (b))
- 52.215-15 **Pension Adjustments and Asset Reversions (OCT 2010)** (applicable if it is anticipated that certified cost or pricing data will be required, or any preaward or postaward cost determinations will be subject to FAR Part 31)
- 52.215-16 **Facilities Capital Cost of Money (JUN 2003)** (Applicable if Contract subject to FAR subpart 31.2)
- 52.215-17 **Waiver of Facilities Capital Cost of Money (OCT 1997)** (applicable if Contract is subject to the Cost Principles at FAR Subpart 31.2 and Supplier did not propose facilities capital cost of money in its offer)
- 52.215-18 **Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)** (applicable if it is anticipated that certified cost or pricing data will be required, or any preaward or postaward cost determination will be subject to FAR Part 31)
- 52.215-19 **Notification of Ownership Changes (OCT 1997)** (applicable if it is contemplated that certified cost or pricing data required, or any preaward or postaward cost determination will be subject to FAR Subpart 31.2)
- 52.215-20 **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)** (applicable if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required)
- 52.215-21 **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (JUN 2020)** (applicable if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required for modifications)
- 52.215-22 **Limitations on pass-through charges (OCT 2009)** (applicable as specified in FAR 15.408 (n)(1)) (NOTE 1) **Allowable Cost and Payment**
- 52.215-23 **Limitations on Pass-Through Charges (JUN 2020)** (applicable as specified in FAR 15.408 (n)(2))
- 52.216-7 **Allowable Cost and Payment (AUG 2018)** (applies in contracts when a cost-reimbursement contract or a time-and-materials contract (other than a contract for a commercial item) is contemplated).
- 52.217-6 **Option for Increased Quantity (MAR 1989)** (“Schedule” means Order; written notice within reasonable time determined by GKN)
- 52.217-7 **Option for Increased Quantity – Separately Priced Line Item (MAR 1989)** (for purposes of this clause, “Schedule” means Contract; written notice shall be provided within a reasonable time determined by GKN)
- 52.219-8 **Utilization of Small Business Concerns (OCT 2018)** (applicable if Contract is expected to exceed the simplified acquisition threshold unless all work performed outside U.S., including subcontracts)
- 52.219-9 **Small Business Subcontracting Plan (JUN 2020)** (applicable if Contract is expected to exceed \$750,000 and includes the clause at FAR 52.219-8)
- 52.219-9 **Small Business Subcontracting Plan – Alternate IV (AUG 2018)** (applicable if incorporation of a subcontracting plan is due to a modification as provided for in FAR 19.702(a)(3))
- 52.219-16 **Liquidated Damages – Subcontracting Plan (JAN 1999)** (applicable if FAR 52.219-9 or any of its alternates applies)
- 52.222-1 **Notice to the Government of Labor Disputes (FEB 1997)** (applicable if Contract involves a program or requirement that has been designated pursuant to FAR 22.101(e))
- 52.222-2 **Payment for Overtime Premiums (JUL 1990)** (applicable if contract exceeds the simplified acquisition threshold)
- 52.222-3 **Convict Labor (JUN 2003)** (applicable if Contract exceeds the micro-purchase threshold and will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands)
- 52.222-4 **Contract Work Hours and Safety Standards Act – Overtime Compensation (MAR 2018)** (applicable if Contract may require or involve the employment of laborers and mechanics)
- 52.222-18 **Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021)** (applicable in all Contracts that exceed the micro-purchase threshold and except as provided in FAR 22.1503(b))
- 52.222-19 **Child Labor – Cooperation with Authorities and Remedies (JAN 2020)** (applicable if Contract exceeds the micro-purchase thresholds)
- 52.222-20 **Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (JUNE 2020)** (applicable if Contract exceeds \$15,000 and is subject to 41 U.S.C. Chapter 65)
- 52.222-21 **Prohibition of Segregated Facilities (APR 2015)** (applicable if the clause at FAR 52.222-26 applies)
- 52.222-22 **Previous Contracts and Compliance Reports (FEB 1999)** (applicable if the clause at FAR 52.222-26 applies)
- 52.222-24 **Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)** (applicable if GKN is acting as the prime contractor and Contract is expected to be \$10 million or more)
- 52.222-25 **Affirmative Action Compliance (APR 1984)** (applicable if the clause at FAR 52.222-26 applies)
- 52.222-26 **Equal Opportunity (SEP 2016)** (applicable unless Contract is exempt from all the requirements of E.O. 11246; omit paragraph (d))
- 52.222-29 **Notification of Visa Denial (APR 2015)** (applicable only for work performed outside U.S.)
- 52.222-35 **Equal Opportunity for Veterans (JUN 2020)** (applicable if Contract exceeds \$150,000, unless FAR 22.1310(a)(1)(i) or (ii) apply)
- 52.222-36 **Equal Opportunity for Workers with Disabilities (JUN 2020)** (applicable if Contract exceeds \$15,000)
- 52.222-37 **Employment Reports on Veterans (JUN 2020)** (applicable if Contract exceeds \$150,000)
- 52.222-38 **Compliance with Veterans’ Employment Reporting Requirements (FEB 2016)** (applicable if Contract exceeds simplified acquisition threshold)
- 52.222-40 **Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)** (applicable if Contract exceeds the simplified acquisition threshold and will be performed in the United States)
- 52.222-41 **Service Contract Labor Standards (AUG 2018)** (applicable if Contract is subject to the Service Contract Labor Standards statute and exceeds \$2,500)
- 52.222-43 **Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)** (applicable if Contract is (a) a fixed-price, time-and-materials, or labor-hour service contract; (b) contains FAR 52.222-41; (c) is a multiple year contract or a contract with options to renew; and (d) exceeds the simplified acquisition threshold)
- 52.222-44 **Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAY 2014)** (applicable as prescribed in FAR 22.2006(c)(2))
- 52.222-50 **Combating Trafficking in Persons (OCT 2020)** (the requirements in paragraph (h) of this clause apply only to any portion of any Contract that is for supplies acquired outside the United States, or services to be performed outside the United States, and has an estimated value that exceeds \$500,000)
- 52.222-51 **Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014)**
- 52.222-53 **Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014)**
- 52.222-54 **Employment Eligibility Verification (OCT 2015)** (applicable if Contract exceeds \$150,000 and includes work performed in the United States)

- 52.222-55 Minimum Wages Under Executive Order 13658 (NOV 2020)** (applicable if 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")
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)** (applicable if Contract exceeds \$500,000) (Note 1)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)** (applicable if 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)
- 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)** (applicable if Contract will require the delivery of hazardous materials as defined at FAR 23.301)
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-7 Notice of Radioactive Materials (JAN 1997)** (applicable if Contract is for radioactive materials meeting the criteria in paragraph (a); insert 90 days in paragraph (a))
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)** (applicable if Contract is for any of the products listed at FAR 23.804(a)(1))
- 52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020)** (applicable if energy-consuming products listed in the ENERGY STAR® Program or FEMP will be (a) delivered; (b) acquired by Seller for use in performing services at a federally-controlled facility; (c) furnished by Seller for use by GKN; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)**
- 52.224-3 Privacy Training (JAN 2017)** (applicable if Supplier's employees will (a) have access to a system of records; (b) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) design, develop, maintain, or operate a system of records)
- 52.225-1 Buy American—Supplies (JAN 2021)** (applicable if the value of the Contract exceeds the micro-purchase threshold but does not exceed \$25,000, or if the value of the Contract exceeds \$25,000 and neither FAR 52.225-3 nor FAR 52.225-5 applies; the term "domestic end products" includes items ordered hereunder, whether or not end products themselves)
- 52.225-3 Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2021)** (applicable if Contract is (a) for supplies, or services involving the furnishing of supplies, for use within the United States; (b) the acquisition is \$25,000 or more but less than \$182,000; (c) the acquisition is not for information technology that is a commercial item; and (d) no exception in FAR 25.401 applies)
- 52.225-5 Trade Agreements (OCT 2019)** (applicable if (a) Contract is valued at \$182,000 or more; (b) the acquisition is covered by the WTO GPA; and (c) the relevant government agency has determined the restrictions of the Buy American statute do not apply)
- 52.225-7 Waiver of Buy American Statute for Civil Aircraft and Related Articles (FEB 2016)** (applicable if the acquisition value is less than \$182,000)
- 52.225-8 Duty-Free Entry (OCT 2010)** (applicable if Contract is for supplies that are to be accorded duty-free entry and will be imported into the customs territory of the United States; in sub-paragraph (c)(1) change "20 calendar days" to "30 calendar days"; in sub-paragraph (c)(2) change "10 calendar days" to "20 calendar days;" in paragraph (f) "Government" means the U.S. Government)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)**
- 52.227-1 Authorization and Consent (JUN 2020)** (not applicable if both work and delivery are outside the U.S.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)** (applicable if Contract is expected to exceed the simplified acquisition threshold)
- 52.227-3 Patent Indemnity (APR 1984)**
- 52.227-9 Refund of Royalties (APR 1984)** (applicable if Contract contemplates royalties in excess of \$250)
- 52.227-10 Filing of Patent Applications – Classified Subject Matter (DEC 2007)** (applicable if Contract covers or is likely to cover classified subject matter)
- 52.227-11 Patent Rights – Ownership by the Contractor (MAY 2014)** (applicable if Contract is for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization)
- 52.227-13 Patent Rights – Ownership by the Government (DEC 2007)** (applicable as prescribed in FAR 27.303(e)(1))
- 52.227-14 Rights in Data – General (MAY 2014)** (applicable if it is contemplated that data will be produced, furnished, or acquired under the Contract; in paragraph (b) "Government" means the U.S. Government; in sub-paragraph (c)(1) and paragraph (e) "contracting officer" means the Government's Contracting Officer)
- 52.227-14 Rights in Data – General – Alternate I (MAY 2014)** (applicable if GKN's customer adopts the alternate definition of "Limited Rights Date" in paragraph (a))
- 52.227-14 Rights in Data – General – Alternate II (MAY 2014)** (applicable if GKN's customer determines it is necessary to obtain limited rights data)
- 52.227-14 Rights in Data – General – Alternate III (MAY 2014)** (applicable if GKN's customer determines it is necessary to obtain restricted computer software)
- 52.227-16 Additional Data Requirements (JUN 1987)** (applicable if Contract involves experimental, developmental, research, or demonstration work)
- 52.228-5 Insurance – Work on a Government Installation (JAN 1997)** (applicable if Contract requires work on a government installation and requires Supplier to provide and maintain insurance)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)** (applicable if Contract is (a) expected to exceed the simplified acquisition threshold; (b) a fixed-price contract; and (c) to be performed in the United States or its outlying areas)
- 52.229-6 Taxes – Foreign Fixed-Price Contracts (FEB 2013)** (applicable if Contract is (a) expected to exceed the simplified acquisition threshold; (b) a fixed-price contract; and (c) to be performed in the United States or its outlying areas)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003)** (applicable if Contract meets the criteria set forth in FAR 29.401-4(b)(1) through (3))
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010)** (applicable if Contract includes any of the following: FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5 ; "CFAO" means GKN's Purchasing Representative)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)** (applies if Supplier is a small business concern)
- 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act (SEP 2016)**
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1994)** (applicable if Contract is for services to be performed on a Government installation; the second time "Government" appears in the clause means GKN)
- 52.237-3 Continuity of Services (JAN 1991)**
- 52.242-13 Bankruptcy (JUL 1995)** (applicable if Contract exceeds the simplified acquisition threshold)
- 52.242-15 Stop Work Order (AUG 1989)**
- 52.242-17 Government Delay of Work (APR 1984)** (applicable if Contract is a fixed-price contract)
- 52.243-1 Changes – Fixed Price (AUG 1987)** (applicable if Contract is a fixed-price contract for supplies)
- 52.243-2 Changes – Cost-Reimbursement (AUG 1987)** (applicable if Contract is a cost-reimbursement contract for supplies)
- 52.243-3 Changes – Time-and-Material or Labor-Hours (SEP 2000)** (applicable if Contract is a time-and-materials or labor-hours contract)
- 52.243-6 Change Order Accounting (APR 1984)**
- 52.244-2 Subcontracts (JUN 2020)** (Applicable if Contract exceeds the simplified acquisition threshold or is a cost-reimbursement contract)
- 52.244-5 Competition in Subcontracting (DEC 1996)** (NOTE 1) (applicable if Contract exceeds the simplified acquisition threshold)
- 52.244-6 Subcontracts for Commercial Items (NOV 2020)**

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| 52.245-1 | Government Property (JAN 2017) (applicable if Contract is for any contract type set forth in FAR 45.107(a)) |
| 52.245-2 | Government Installation Operation Services (unless otherwise provided, all Government and GKN furnished property is "as-is") |
| 52.245-9 | Use and Charges (APR 2012) |
| 52.246-1 | Contractor Inspection Requirements (APR 1984) (applicable if Contract amount is expected to be at or below the simplified acquisition threshold) |
| 52.246-2 | Inspection of Supplies – Fixed Price (AUG 1996) (applicable if Contract is a fixed-price contract for supplies and the Contract exceeds the simplified acquisition threshold) |
| 52.246-3 | Inspection of Supplies – Cost – Reimbursement (MAY 2001) (applicable if Contract is a cost-reimbursement contract for supplies) |
| 52.246-4 | Inspection of Services – Fixed Price (AUG 1996) (applicable if Contract is a fixed-priced contract for services, or supplies that involve the furnishing of services) |
| 52.246-5 | Inspection of Services – Cost-Reimbursement (MAY 2001) (applicable if Contract is a cost-reimbursement contract for supplies or services that involve the furnishing of supplies) |
| 52.246-6 | Inspection – Time-and-Materials and Labor-Hour (MAY 2001) (applicable if Contract is a time-and-materials or labor-hour contract) |
| 52.246-16 | Responsibility for Supplies (APR 1984) (applicable if Contract is a fixed-price contract for supplies, services involving the furnishing of supplies, or research and development) |
| 52.247-63 | Preference for U.S. Flag Air Carriers (JUN 2003) (applicable if Contract may involve international air transportation) |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (in sub-paragraph (c)(1) "subcontractor" means Supplier) |
| 52.248-1 | Value Engineering (JUN 2020) (applicable if Contract exceeds the simplified acquisition threshold; in sub-paragraph (c)(5) and paragraph (m) "Government" means the U.S. Government) |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) (APR 2012) (applicable if Contract is (a) a fixed-price contract; (b) expected to exceed the simplified acquisition threshold; and (c) for dismantling and demolition, research and development work with an educational or nonprofit institution, or architect-engineer services) |
| 52.249-5 | Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (AUG 2016) |
| 52.249-6 | Termination (Cost-Reimbursement) (MAY 2004) (applicable if Contract is a cost-reimbursement contract) |
| 52.249-8 | Default (Fixed-Price Supply and Service) (APR 1984) (applicable if Contract is a fixed-price contract) |

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| 252.203-7000 | Requirements Relating to Compensation of Former DOD Officials (SEP 2011) |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008) (applicable if Contract exceeds simplified acquisition threshold and GKN is prime contractor to the Government) |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights (SEP 2013) |
| 252.203-7003 | Agency Office of the Inspector General (AUG 2019) (applicable when FAR 52.203-13 applies to this Contract.) |
| 252.203-7004 | Display of Fraud Hotline Poster(s) (AUG 2019) (applicable in lieu of FAR 52.203-14 if Contract exceeds \$6million) |
| 252.204-7000 | Disclosure of Information (OCT 2016) (change "10 business days" to "15 business days") |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls (OCT 2016) |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016) (applicable if Contract is for services that include support for the U.S. government's activities related to safeguarding covered defense information and cyber incident reporting) |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019) (applicable if Contract will involve covered defense information) |
| 252.204-7014 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016) |
| 252.204-7015 | Disclosure of Authorized Information for Litigation Support (MAY 2016) |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021) |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020) |
| 252.204-7020 | NIST 800-171 DoD Assessment Requirements (NOV 2020) |
| 252.204-7021 | Cybersecurity Maturity Model Certification Requirements (NOV 2020) |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019) (applicable if the value of the Contract is \$150,000 or more) |
| 252.209-7009 | Organizational Conflict of Interest – Major Defense Acquisition Program (MAY 2019) (applicable if Contract is for systems engineering and technical assistance for major defense acquisition programs or pre-major defense acquisition programs) |
| 252.211-7003 | Item Unique Identification and Valuation (MAR 2016) (applicable if Contract is for supplies or for services involving the furnishing of supplies) |
| 252.211-7007 | Reporting of Government-Furnished Property (AUG 2012) |
| 252.211-7008 | Use of Government Assigned Serial Numbers (SEP 2010) (NOTE 1) |
| 252.215-7002 | Cost Estimating System Requirements (DEC 2012) (applicable if Contract is awarded on the basis of certified cost or pricing data) |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) (DEC 2019) (applicable if the FAR 52.219-9 applies to this Contract) |
| 252.222-7000 | Restrictions on Employment of Personnel (MAR 2000) |
| 252.222-7002 | Compliance with Local Labor Laws (Overseas) (JUN 1997) (applicable if Contract is for services to be performed outside the United States and its outlying areas) |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010) (applicable if Contract exceeds \$1 million) |
| 252.223-7001 | Hazard Warning Labels (DEC 1991) (applicable if Contract requires submission of hazardous material data sheets (see FAR 23.302(c)) |
| 252.223-7004 | Drug-Free Work Force (SEP 1988) (applicable if Contract may require or permit a subcontractor access to a DoD installation). |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic (SEP 2014) (applicable if Contract may require or permit Supplier access to a DOD installation) |
| 252.223-7008 | Prohibition of Hexavalent Chromium (JUN 2013) (applicable if Contract is for supplies, maintenance and repair services, or construction materials) |
| 252.225-7001 | Buy American Act and Balance of Payments Program – Basic (DEC 2017) (applicable in lieu of FAR 52.225-1; the term "domestic end products" includes items ordered hereunder, whether or not end products themselves; Supplier shall promptly submit certification to GKN if requested) |
| 252.225-7002 | Qualifying Country Sources as Subcontractors (DEC 2017) (applicable if Contract includes any of the following or its alternate: DFARS 252.225-7001, 252.225-7021, or 252.225-70036) |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (DEC 2018) (applicable if Contract is for items covered by the United States Munitions List or the 600 series of the Commerce Control List) |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals (MAR 2013) (applicable if Contract exceeds the simplified acquisition threshold and requires delivery of specialty metals as end items) |
| 252.225-7009 | Restrictions on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014) (applicable if Contract exceeds the simplified acquisition threshold and is for items containing specialty metals; paragraph (d) and sub-paragraph (e)(1) are deleted) |

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| 252.225-7012 | Preference for Certain Domestic Commodities (DEC 2017) |
| 252.225-7013 | Duty-Free Entry (APR 2020) (applicable in lieu of FAR 52.225-8 if Contract is in support of a DOD prime contract and for components from a qualifying country or from a non-qualifying country where the duty exceeds \$200) |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (applicable if Contract is for items that contain ball or roller bearings) |
| 252.225-7021 | Trade Agreements – Basic (SEP 2019) (applies in lieu of FAR 52.225-5, if the World Trade Organization Government Procurement Agreement applies; the term “end products” shall include the items ordered hereunder) |
| 252.225-7025 | Restriction on Acquisition of Forgings (DEC 2009) (applicable if Contract is for forging items or other items that contain forging items) |
| 252.225-7030 | Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006) (applicable if Contract requires delivery to the government of carbon, alloy, or armor steel plate that will be used in a government-owned facility or a facility under the control of the Department of Defense; or if Contract requires Supplier, operating in a government-owned facility or a facility under the control of the Department of Defense, to purchase carbon, alloy, or armor steel plate) |
| 252.225-7033 | Waiver of United Kingdom Levies (APR 2003) (applicable if Contract exceeds \$1 million with a United Kingdom firm) |
| 252.225-7036 | Buy American - Free Trade Agreements - Balance of Payments Program (DEC 2017) (Alternate I applies if in prime contract) |
| 252.225-7043 | Antiterrorism/Force Protection for Defense Contractors Outside the United States (JUN 2015) (applicable if Supplier will be performing or traveling outside the United States under this Contract) |
| 252.225-7047 | Exports by Approved Community Members in Performance of the Contract (JUN 2013) (applicable if Contract may require exports or transfers of qualifying defense articles in connection with deliveries under this Contract) |
| 252.225-7048 | Export-Controlled Items (JUN 2013) |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (DEVIATION 2020-O0006) (OCT 2020) (Applicable to Purchase Orders under DoD contracts awarded after February 7, 2020 for the delivery of goods containing a covered material, unless an exception in paragraph (c) of the clause applies). |
| 252.226.7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019) (applicable if Contract exceeds \$500,000) |
| 252.227-7013 | Rights in Technical Data – Noncommercial Items (FEB 2014) (applicable as prescribed in DFARS 227.7103-6) |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014) (applicable when Supplier will be required to deliver computer software or computer software documentation) |
| 252.227-7015 | Technical Data – Commercial Items (FEB 2014) (applicable when Supplier will be required to deliver technical data pertaining to commercial items, components, or processes) |
| 252.227-7016 | Rights in Bid or Proposal Information (JAN 2011) |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) (NOTE 1) |
| 252.227-7019 | Validation of Asserted Restrictions – Computer Software (SEP 2016) (applicable if Supplier will be will be furnishing computer software in the performance of Contract) |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013) (applicable as prescribed in DFARS 227.7103-6(c), 227.7104(f)(1), or 227.7203-6(d)) |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software (APR 1988) (applicable if Contract specifies technical data that is subject to deferred delivery) |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software (APR 1988) (applicable when a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data) |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government (JUN 1995) (applicable as prescribed in DFARS 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e)) |
| 252.227-7030 | Technical Data – Withholding of Payment (MAR 2000) (applicable as prescribed in DFARS 227.7103-6(e)(2) or 227.7104(e)(4)) |
| 252.227-7033 | Rights in Shop Drawings (APR 1966) (applicable if Contract calls for delivery of shop drawings) |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 2016) (applicable if Contract requires the delivery of technical data) |
| 252.227-7038 | Patent Rights – Ownership by the Contractor (LARGE BUSINESS) (JUN 2012) (applicable in lieu of FAR 52.227-11 if (a) Contract is for experimental, developmental, or research work; (b) Supplier is other than a small business concern or nonprofit organization; and (c) no alternative patent rights clause is used in accordance with FAR 27.303(c) or (e)) |
| 252.227-7039 | Patents – Reporting of Subject Inventions (APR 1990) (applicable if FAR 52.227-11 applies to this Contract) |
| 252.228-7001 | Ground and Flight Risk (JUN 2010) |
| 252.228-7005 | Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (NOV 2019) |
| 252.229-7014 | Taxes – Foreign Contracts in Afghanistan (DEC 2015) |
| 252.231-7000 | Supplemental Cost Principles (DEC 1991) (applicable if Contract is subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, or 31.7) |
| 252.234-7004 | Cost and Software Data Reporting System (NOV 2014) (applicable if Contract exceeds \$50 million) |
| 252.235-7003 | Frequency Authorization – Basic (MAR 2014) (applicable if Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required) |
| 252.237-7023 | Continuation of Essential Contractor Services (OCT 2010) (applicable if Contract is for essential services, as defined in subparagraph (a)(1)). |
| 252.239-7010 | Cloud Computing Services (OCT 2016) (applicable if Contract may involve cloud services) |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (applicable if Contract requires securing telecommunications) |
| 252.239-7018 | Supply Chain Risk (FEB 2019) (applicable if Contract is for information technology—whether acquired as a service or as a supply—that is a covered system, is a part of a covered system, or is in support of a covered system) |
| 252.243-7001 | Pricing of Contract Modifications (DEC 1991) (applicable if Contract is a fixed-price contract) |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (OCT 2020) |
| 252.245-7001 | Tagging, Labeling, and Marking of Government Furnished Property (APR 2012) (applicable if FAR 52.245-1 applies to this Contract) |
| 252.245-7002 | Reporting Loss of Government Property (JAN 2021) (applicable if FAR 52.245-1 applies to this Contract) |
| 252.245-7003 | Contractor Property Management System Administration (APR 2012) (applicable if FAR 52.245-1 applies to this Contract) |
| 252.246-7001 | Warranty of Data (MAR 2014) (applicable when DFARS 252.227-7013 applies) |
| 252.246-7001 | Warranty of Data – Alternate II (MAR 2014) (applicable if Contract is a firm-fixed-price contract) |
| 252.246-7003 | Notification of Potential Safety Issues (JUN 2013) (applicable if Contract is for (a) parts identified as critical safety items; (b) systems and subsystems, assemblies, and subassemblies integral to a system; or (c) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system) |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016) (applicable if Contract is for electronic parts or assemblies containing electronic parts; omit introductory text) |
| 252.246-7008 | Sources of Electronic Parts (MAY 2018) (applicable if Contract is for electronic parts or assemblies containing electronic parts) |

- 252.247-7003** **Pass-Through of Motor Carrier Fuel Surcharges Adjustment to the Cost Bearer (JUN 2013)** (applicable if Contract is with motor carriers, brokers, or freight forwarders)
- 252.247-7023** **Transportation of Supplies by Sea – Basic (FEB 2019)** (if Contract is at or below the simplified acquisition threshold, omit paragraphs (f) and (g))
- 252.249-7002** **Notification of Anticipated Contract Termination or Reduction (JUN 2020)** (applicable if Contract is under a major defense program and exceeds \$150,000; omit (d)(1) and the first five words of (d)(2))