

**1 Definitions**

“we”, “us” and “our” refers the company of the Group that enters into the Contract.

“Group” means GKN Aerospace Holdings Limited and its group companies.

“GKN Property” means any property provided by us to you for use in the supply of goods and/or services by you to us or for any other purpose.

“Supplier Tooling” means the bespoke tooling owned by you and put in place for the production of goods pursuant to the Contract.

“GKN Tooling” means all prototypes, production tools, jigs, dies, fixtures, gauges, moulds, patterns, samples, special taps, special gauges, special test equipment, manufacturing aids and related software (and any intellectual property rights therein), purchased by us pursuant to a purchase order or provided by us to you and shall include all accessions, appurtenances, modifications, repairs, refurbishments and replacements to the aforementioned and any related drawings or technical documentation or other information in connection therewith.

**2 Tooling and GKN Property Terms**

2.1 These GKN Tooling and GKN Property Terms apply to all and any GKN Tooling and/or GKN Property provided or purchased by us to/from you in the past and in the future.

2.2 You must abide by these GKN Tooling and GKN Property Terms to ensure continuity of supply to our end customers.

**3 GKN Tooling and GKN Property**

3.1 All GKN Tooling and/or GKN Property is solely owned by us with full legal, beneficial and equitable title to the GKN Tooling and/or GKN Property remaining with us at all times.

3.2 The GKN Tooling and/or GKN Property is in the possession and control of you on a fiduciary basis from us. In any dispute concerning the ownership of the GKN Tooling and/or GKN Property, there is a rebuttable presumption that we are the sole legal, beneficial and equitable owner of the GKN Tooling and/or GKN Property.

3.3 You have no property or other rights in the GKN Tooling and/or GKN Property.

3.4 Upon delivery of the GKN Tooling and/or GKN Property to you, risk in the GKN Tooling and/or GKN Property shall pass to you and shall remain with you until the GKN Tooling and/or GKN Property is redelivered to us or our agent.

3.5 We grant you a revocable non-exclusive licence to use the GKN Tooling and/or GKN Property at your premises for the sole purpose of fulfilling our purchase orders only until we request redelivery of the GKN Tooling and/or GKN Property to us or to our agent (at any time). You may not sub-licence the use of the GKN Tooling and/or GKN Property or use it for any other purpose except with our prior written consent.

3.6 With respect to any GKN Tooling and/or GKN Property, you shall:

3.6.1 be solely and absolutely responsible for any loss or damage to the GKN Tooling and/or GKN Property arising from the use of the GKN Tooling and/or GKN Property (fair wear and tear excepted);

3.6.2 store and use the GKN Tooling and/or GKN Property at your premises in a proper manner in conditions which adequately protect and preserve the GKN Tooling and/or GKN Property and shall not move the GKN Tooling and/or GKN Property from your premises without our prior written consent;

3.6.3 register and identify and label the GKN Tooling and/or GKN Property as our property and ensure that any identification and labelling is not tampered in any way;

3.6.4 insure the GKN Tooling and/or GKN Property at its replacement value against loss or damage by fire, burglary, theft, storm, water damage, and any other risks typically covered by insurance;

3.6.5 supervise and use the GKN Tooling and/or GKN Property with the care customary in the industry and ensure, at your own cost that the GKN Tooling and/or GKN Property is fully inspected and maintained in good order and condition (fair wear and tear excepted);

3.6.6 immediately notify us of any breakdown or unsatisfactory working, loss, damage, theft and/or seizure of the GKN Tooling and/or GKN Property;

3.6.7 not alter, modify or otherwise tamper with the GKN Tooling and/or GKN Property or attach any accessories to the GKN Tooling and/or GKN Property without our consent;

3.6.8 not part with possession of the GKN Tooling and/or GKN Property or hand over the GKN Tooling and/or GKN Property to any third party or allow use of the GKN Tooling and/or GKN Property by any third party for any reason except where we have given our prior written consent;

3.6.9 not assign, sell, sub lease, charge, pledge, mortgage, encumber or otherwise dispose of the GKN Tooling and/or GKN Property or any part of it or permit or create any lien over the GKN Tooling and/or GKN Property or part of it, and keep the GKN Tooling and/or GKN Property free from distress, execution and other legal process;

3.6.10 not attach the GKN Tooling and/or GKN Property to any land or premises so that in our reasonable opinion they become a property fixture, except to the extent reasonably necessary to allow the safe use and operation of the GKN Tooling and/or GKN Property;

3.6.11 give us and/or any of our agents free and unrestricted access to the premises at which the GKN Tooling and/or GKN Property is held on reasonable notice during ordinary business hours to inspect and/or audit the GKN Tooling and/or GKN Property;

3.6.12 make the GKN Tooling and/or GKN Property available for collection by us and/or any of our agents on written notice from us at any time and you hereby grant an access right to us and/or our agents to the premises at which the GKN Tooling and/or GKN Property is held for the purpose of removal of the GKN Tooling and/or GKN Property;

3.6.13 waive any objection to our repossession and removal of the GKN Tooling and/or GKN Property at any time;

3.6.14 not scrap or destroy the GKN Tooling and/or GKN Property and shall comply with our reasonable instructions with respect to the disposal, scrapping, maintenance and/or retention of the GKN Tooling and/or GKN Property; and

3.6.15 not copy or reproduce the GKN Tooling and/or GKN Property.

3.7 We shall have full ownership of any scrap resulting from the GKN Tooling and/or GKN Property, and shall have the sole discretion as to its use, sale or disposal.

**4 Supplier Tooling**

4.1 You hereby grant an exclusive, irrevocable option to purchase the Supplier Tooling at the present value of the Supplier Tooling.

**5. Law and Jurisdiction**

5.1 The applicable law and jurisdiction clause in the Contract shall apply to these GKN Tooling and GKN Property Terms.