

GKN AEROSPACE ENGINE SYSTEMS – GENERAL PURCHASING CONDITIONS

1 Definitions and introduction

“we”, “us” and “our” means GKN Aerospace Norway AS.
“Group” means GKN Limited and its group companies.

Our agreement with you (the “Contract”) consists of: (i) any “Purchase Order” or “Delivery Schedule Order”(an “Order”) that we issue to you; (ii) any duly signed contract which applies to our purchase of goods and/or services from you; (iii) these Conditions of Purchase; (iv) any specifications and safety, health and environmental requirements that we agree with you; and (v) any Supplementary Terms and Conditions of Purchase, the GKN Tooling and GKN Property Terms and our quality and other requirements or procedures made available to you at <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/> or otherwise. If there is any inconsistency between any parts of the Contract, the parts placed higher in the list will prevail.

2 Your conditions excluded

If you seek to impose additional or different terms on our purchase, they will not form part of the Contract and are excluded and rejected by these General Purchasing Conditions.

3. Delivery

- 3.1 You must deliver goods and/or services that we order in accordance with the delivery terms and dates set out in the Contract. If any goods and/or services are not delivered on time, we may cancel the relevant Order.
- 3.2 Goods must be delivered DDP (as defined in current Incoterms), unless another part of the Contract states different delivery terms. Ownership of the goods you deliver will transfer to us on delivery.
- 3.3 All goods must be packaged so as to protect them adequately before, during and after delivery and, if we require, each delivery shall be accompanied, in a form acceptable to us, by a certificate of conformity and/or an up-to-date material safety data sheet.

4 Quality, rejection and indemnity

- 4.1 Any goods supplied by you must when delivered be: (i) of the quantity and description specified in the Contract; (ii) of satisfactory quality; (iii) fit for their normal purpose and any specific purpose we inform you about or which you ought reasonably be aware; (iv) free from defects in design, material and workmanship; and v) free from any encumbrances.
- 4.2 Any services supplied by you must be: (i) performed efficiently, safely and competently by suitably qualified and experienced personnel, in conformity with any applicable industry code of practice; and (ii) of the quality which would reasonably be expected from a skilled and experienced operator providing equivalent services in the same circumstances.
- 4.3 Any goods or services (and any associated technology) supplied by you must: (i) comply with all applicable legal requirements and regulations, including those relating to transportation, health, safety and the environment; (ii) not infringe the intellectual property rights of any third party; and (iii) conform to any specification or other requirements referred to in the Contract.
- 4.4 We may (but are not obliged to) inspect and test the goods delivered by you and may reject and return (at your risk and expense) any goods that fail to conform with the terms of the Contract. You must replace such rejected goods within a reasonable time (being not more than 15 days after notice of rejection) with goods which do comply with the Contract.
- 4.5 You will reimburse each member of the Group for all losses, damages, costs and expenses (including reasonable legal fees) or other claims (including third party claims) arising from or incurred as a result of: (i) any breach by you of the Contract; and (ii) any negligent act or omission by you or your employees, agents or sub-contractors in supplying goods and/or services pursuant to the Contract.

5 Invoicing and payment

- 5.1 We will pay you the price set out in the Contract (which will be inclusive of delivery costs and exclusive of sales tax) for the goods and services that you deliver in accordance with the Contract. You may only invoice us after delivery of the goods and/or services ordered by us and in accordance with any payment schedule in the Contract.
- 5.2 Invoices must show: the date of delivery, Order number, any applicable export control classification number, delivery address and description of goods/and or services delivered, and must be sent to the invoice address specified in the relevant Order.

- 5.3 Payment will be due from us within 90 days of the end of the month of receipt by us of a validly issued invoice.
- 5.4 We may deduct from the price of the goods and/or services ordered by us any sums due to the Group under the Contract or any other contract between you and the Group.

6. Confidentiality and Intellectual Property

- 6.1 You must not during disclose to any other person or entity any confidential information belonging to the Group or to any of its customer or suppliers or collaboration partners (including, without limitation, specifications, formulae, manufacturing processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of goods and/or services to us or as expressly authorised in writing by us. You must return to us such information and any copies if requested.
- 6.2 You must, on request, transfer to us, free of charge and free from encumbrances, any documents, specifications, plans, drawings, samples, information or goods created or prepared for us by you or your employees, subcontractors and consultants, which we may use without any charge.
- 6.3 Intellectual property rights in any information, documentation, prototypes or tooling provided by us to you shall remain owned by us or our customers or suppliers or collaboration partners and shall only be used for the sole purpose of supplying goods and/or services to us. If any intellectual property rights are created or generated from such information, documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

7 Termination

- 7.1 We may cancel all or any part of any Order by giving you notice at any time prior to your full performance of the Order and in such event we will not be liable to pay the price for such goods or services but shall reimburse your reasonable costs arising directly from such cancellation.
- 7.2 We may terminate the Contract: (i) for convenience by providing you with written notice; (ii) immediately if you or your parent company become subject to a bankruptcy or insolvency event or enter into a composition with any of your creditors; or (iii) if you breach the Contract, and, if the breach can be remedied, you fail to remedy such breach within 10 days of receiving notice of the breach.
- 7.3 Termination of all or part of an Order or the Contract will not prejudice accrued rights.

8. General

- 8.1 You must comply with all applicable laws, regulations and codes and also with the GKN Supplier Code of Conduct and the GKN policies set out at: <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/> in the same manner as such policies apply to us.
- 8.2 You and your employees, agents and sub-contractors must abide by applicable site and safety rules when on our property and you shall provide evidence of your applicable insurance.
- 8.3 Our rights or remedies under the Contract will not limit any of our other rights or remedies, whether under the Contract or otherwise.
- 8.4 You will not be entitled to transfer or subcontract any of your rights or obligations under the Contract without our prior written consent. Each company within our Group shall have the benefit of the Contract and may purchase goods and/or services pursuant to the terms of the Contract.
- 8.5 Any failure or delay by us to enforce or partially enforce any provision of the Contract will not be a waiver of any of rights.
- 8.6 If any of your employees transfer to us by law then we may dismiss him/her and you shall indemnify us for all costs arising from such dismissal.
- 8.7 The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.
- 8.8 For any purchases for U.S. Government end use, FARS and DFARS apply, including those made available at <https://www.gknaerospace.com/en/Utilities/gkn-aerospace-suppliers/>.

9 Law and Jurisdiction

The Contract shall be governed by Norwegian law. Any dispute, controversy or claim arising out of or in connection with this Contract or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English.