1 DEFINITIONS AND INTRODUCTION

2 "we", "us" and "our" refers to the applicable purchaser among GKN Armstrong Wheels, Inc., or other members of the Group.

3 "Group" means GKN plc and all its direct and indirect subsidiaries.

4 Our Agreement with the "Contract" consists of: (i) any duly signed contract which applies to our purchase of goods and/or services from you; (ii) any purchase order or delivery schedule order (an "Order") that we issue to you; and (iii) any other contracts, agreements, policies or procedures (including reasonable care; (iv) free from defects in design, material and workmanship; and (v) free from any encumbrances.

5 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 in a skilled and experienced operator providing equivalent services in the same circumstances.

6 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; and (ii) not infringe the intellectual property rights of any third party; (iii) conform to any specification or other requirements referred to in the Contract; and (iv) conform to any sample supplied by us.

7 We 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 5 calendar days (or 5 days after notice of rejection) with goods which do comply with the Contract.

8 You will reimburse, indemnify and (upon request) defend each member of the Group for any losses, claims, costs, expenses (including reasonable attorneys' fees) or other claims (including third party claims and costs relating to recalls and service measures implemented by our customers or their customers) arising from or incurred as a result of: (i) any breach by you of the Contract; and (ii) any negligent acts or omissions by your agents, employees, agents, subcontractors in supplying goods and/or services pursuant to the Contract.

9 You and your employees, agents and sub-contractors must abide by applicable site and safety rules when on your property and you shall provide evidence of your applicable insurance and name us as additional insured.

10 Our rights or remedies under the Contract will not limit any of our other rights or remedies, whether under this or any other Contract, and if the breach can be remedied, you fail to remedy such breach within 10 days of receiving notice of the breach.

11 Termination of all or part of the Contract or the Contract will not prejudice recognized rights. You will be liable for all damages arising from any breach.

12 You may be required to continue to supply spare parts and related services up to 15 years after termination or expiry of the Contract.

13 You and your suppliers must comply with all applicable laws, regulations and codes and also with the requirements of the GKN Supplier Code of Conduct available at www.gkn.com/sustainability/GKN-Supplier-Code-of-Conduct.pdf. We reserve the right to visit your premises on reasonable notice and to audit and ensure compliance.

14 You and your subcontractors shall abide by the requirements of 41 CFR sections 60-1.4(a) and 60-4.1(a). Any regulations concerning withholding of payment for 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, national origin, or veteran status. You shall provide written notice to your subcontractors.

15 You and your employees, agents and sub-contractors must abide by applicable site and safety rules when on your property and you shall provide evidence of your applicable insurance and name us as additional insured.

16 Our rights or remedies under the Contract will not limit any of our other rights or remedies, whether under this or any other Contract, and if the breach can be remedied, you fail to remedy such breach within 10 days of receiving notice of the breach.

17 You will not be entitled to transfer or sub-contract any of your rights or obligations under the Contract without our prior written consent. Each company within the Group shall be entitled to transfer and may purchase goods and/or services pursuant to the terms of the Contract. This provision applies to all Contracts for the International Sale of Goods are excluded.

18 LAW AND JURISDICTION

2 The Contract shall be exclusively governed by the laws of the State of Illinois (which is subject to the jurisdiction of the Federal District Court Northern District of Illinois (and if no federal jurisdiction then any state courts of Illinois) shall have exclusive jurisdiction), and any action or claim arising out of or in connection with the Contract and its subject matter ("Claims") and each party waives any right to trial by jury and objection to proceedings in such courts on the grounds of venue or on grounds that proceedings have been brought in an inconvenient forum. If not, this provision shall be construed and finally resolved by arbitration in New York, New York under the rules of arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. The language of arbitration shall be English.