1 Definitions and introduction

“we”, “us” and “our” refers to the applicable purchaser among GKN Wheels Ltd, GKN AutoStructures Ltd, Chassis Systems Ltd, or other members of the Group.

The “Group” means Melrose plc and its group companies.

Our agreement with you (the “Contract”) consists of: (i) any duly signed purchase contract which applies to our purchase of goods and/or services from you; (ii) any delivery schedule or order form (“an Order”) that we issue to you and you confirm; (iii) these General Purchasing Conditions; (iv) any specifications and safety, health and environmental requirements that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; (vi) any price, order quality and other requirements or procedures made available to you. 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 as we order in accordance with the delivery terms and dates set out on the Contract. If any goods or services are not delivered on time or are delivered incorrectly, we may terminate the relevant Order.

3.2 Goods must be delivered DDP (as defined in current Incoterms), unless otherwise agreed in writing by us. Goods delivered must 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 be: (i) of the quantity and description specified in the Contract; (ii) of satisfactory quality; (iii) fit for their normal purpose; (iv) supplied to us in a manner acceptable to us; (v) presented to us in a form acceptable to us. Goods that you deliver must be complete and accurate. Goods that fail to conform to the terms of the Contract. You must replace such rejected goods within 15 days of the notice of rejection (being no more than 15 days after notice of rejection) with goods which comply with the Contract.

4.2 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; (iii) conform to any specification or other requirements referred to in the Contract; and (iv) conform to any sample approved by us.

4.3 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 are defective, unsatisfactory or not delivered in accordance with 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, delivery address and description of goods and/or services delivered, and must be sent to us at our address. Any delivery address included may only be used if we expressly authorise it in writing by us. You must return to us such information and any copies if requested.

6 Confidentiality and Intellectual Property

6.1 You must not disclose to any other person or entity any confidential information relating to the Group or any of its members or suppliers or collaboration partners (including, without limitation, this Contract, 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 and/or 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 our suppliers and shall only be used for the sole purpose of supplying goods and/or services to us. You shall not use such information or any intellectual property, or generated from such information, documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

7 Our Property

7.1 This section relates to all property (including tooling of any kind) and any related information, documentation, prototypes or tooling provided by us to you pursuant to an Order (i) purchased by us and/or manufactured by you for use in the supply of goods and/or services or for any other purpose; whether or not modified, repaired or replaced (“Our Property”).

7.2 Our Property (and any scrap resulting from it) is solely owned by us and we shall keep title to it at all times. If we disagree as to who owns any of Our Property, the presumption will be that we do.

7.3 Where we own any of Our Property it is on a fiduciary basis as the bailee and you have no rights in it. You have a revocable non-exclusive licence to use Our Property at your premises only for performing the Contract until we request its return, which we may do at any time. You may not sub-licence the use of Our Property or use it for any other purpose.

8 Termination

8.1 We may cancel all or any part of any Order by giving you notice at any time prior to our full performance of the Order and in such event we will not be liable to you for any costs you have incurred or will incur.

8.2 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 your creditors; (iii) if you fail to pay your debts; (iv) if you fail to provide goods and/or services to us. If you, your creditors or your customers transfer to us by law then we may terminate the Contract and may purchase goods and/or services pursuant to the terms of the Contract.

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

9 General

9.1 You and your suppliers must comply with all applicable laws, regulations and codes, including those concerning anti-bribery and anti-corruption, and also with the requirements of both the GKN Wheels and Structures Supplier Code of Conduct, and the GKN Wheels and Structures Anti-Bribery and Corruption Policy, both of which can be found at https://www.gknwheels.com/en-us/suppliers/. We have the right to visit your premises on reasonable notice to audit and ensure compliance.

9.2 You must provide us with any information we request relating to the goods and services supplied by you, all of which must be complete and accurate.

9.3 You and your employees, agents and subcontractors must abide by applicable site and safety rules when on our property and you shall provide evidence of your applicable insurance.

9.4 Our rights or remedies under the Contract will not limit any of our rights or remedies under other legal or equitable arrangements or in connection with any breach of this or any other contract or arrangement between you and the Group or any of its members or suppliers or collaboration partners.

9.5 You will not be entitled to transfer or subcontract any of your rights or obligations under the Contract without our prior written consent.

9.6 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.


10 Law and Jurisdiction

10.1 This Contract shall be exclusively governed by English law. If you are incorporated or otherwise legally resident in any member state of the European Union, Iceland, Switzerland or Norway, the courts of England shall have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with the Contract or its subject matter (“Claims”). If, not any Claims shall be referred to and finally resolved by arbitration in London under the rules of arbitration of the London Court of International Arbitration by one or more arbitrators appointed in accordance with those rules. The language of arbitration shall be English.