3.2 Goods must be delivered DDP (as defined in current Incoterms), or as otherwise specified in the Contract. Ownership of the goods you deliver will transfer to us on delivery.

4.3 All goods must be packaged so as to protect them adequately before, during and after delivery. In case of any non-compliance, delivery is subject to additional fees.

4.4 We may (but are not obliged to) inspect and test the goods delivered by you in order to check their quality and other characteristics.

5.2 Invoices must show: the date of delivery, Order number, delivery address and value of the goods. Any discrepancy will result in a delay in payment.

6.1 You shall deliver the goods and services in accordance with the delivery schedule set out in the Contract. If any goods and/or services are not delivered on time or are delivered incorrectly, we may terminate the relevant Order.

6.2 We have the right to visit your premises on reasonable notice to inspect the goods or services and to audit your records and accounts in order to verify the accuracy of the invoices.

6.3 Intellectual property rights in any information, documentation, prototypes or tools, designs or algorithms provided by you or your clients or our suppliers 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 tools in performing the Contract, those rights shall be owned by us.

7.1 This section relates to all property (including tooling of any kind) and any related information created or generated (an "Intellectual Property Right") by or on behalf of us or our customers or our collaborators.

7.2 As between you and us, the real property (but not personal property), 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.

8.1 We may cancel all or any part of any Order or terminate the Contract by giving you notice at any time prior to your full performance of the Order or Contract and in such event we will not be liable to pay the price for such goods or services.

9.1 You and your subcontractors shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 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, or national origin. Moreover, 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, national origin, protected veteran status or disability.

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11.1 "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.gkwheels.com/why-us/suppliers/. We have the right to visit your premises on reasonable notice to ensure that these requirements are being met.

11.2 You and your subcontractors shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 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, or national origin. Moreover, 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, national origin, protected veteran status or disability.

12.1 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.


14.1 The Contract shall be exclusively governed by the laws of the State of Illinois (without regard to the conflict of its laws). If you are incorporated or otherwise organized in Illinois, you shall submit to any suit or proceeding arising out of or relating to the Contract to the jurisdiction of the Circuit Court of Cook County, Illinois and the Northern District of Illinois (and if no federal jurisdiction then any state courts of Illinois) shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with the Contract or its subject matter ("Claims") and you hereby agree to personal jurisdiction and venue in such courts. You further agree that the Contract shall be deemed to be made in Illinois and that any provision of the Contract that is inconsistent with such courts on the grounds of venue or on grounds that proceedings have been brought in an inappropriate forum. If not, any Claims shall be referred to and finally determined by arbitration seated in Chicago, Illinois, under the rules of the American Arbitration Association and/or the American Arbitration Association.