1 Definitions and introduction

"we", "us" and "our" refers to the applicable purchaser among Unidine Pty Ltd or other members of the Group.

"Group" means GKN plc and its group companies.

Our agreement with you (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 (an "Order") that we issue to you and you confirm; (iii) these General Purchasing Conditions; (iv) any specifications and health, safety and environmental requirements that we agree with you; (v) any supplementary terms and conditions of purchase that we agree with you; (vi) our quality and other requirements or procedures made available to you (via GKN’s Supplier Portal 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 or are delivered incorrectly, we may terminate 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 package so as to protect them adequately, 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 any up-to-date quality 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 acceptable quality; (iii) fit for their normal purpose and any specific purpose we inform you about or which you ought reasonably be aware of; (iv) free from defects in design, material and workmanship; and fit for 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 practice; and (ii) of the quality which will 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 except for 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.

4.4 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 and costs relating to recalls and service measures implemented by our customers or their customers) arising from or connected as a result of any breach by you of the Contract; and (iii) any negligent act or omission by you or your employees, agents or subcontractors 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, taxes and all other charges) on receipt of an invoice for the unencumbered 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: tax invoice number, the date of delivery, Order number, delivery address and description of goods and/or services delivered, and must be sent to the invoice address specified in the relevant Contract.

5.3 Unless otherwise set out in the Order, payment will be due from us within 90 days of the Thursday following 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 us by any member of the Group under the Contract or any other contract between you and the Group and any amount paid to a third party to obtain unencumbered title to the goods.

6 Confidentiality and Intellectual Property

6.1 You must not disclose to any other person or entity any confidential information belonging to the Group or its divisions, custom 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 supply of goods and 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 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 tooling 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, and unencumbered title to the goods purchased by us ("Our Property") and any scrap resulting from it is solely owned by us and we shall shear title to it at all times. If we disagree as to who owns any of Our Property, the presumption will be that we do.

7.2 Our property (and any scrap resulting from it) applies to: (i) purchased by us and/or manufactured by you pursuant to an Order; (ii) provided by you to us for use in the supply of goods and/or services or for any other purpose; whether or not modified, repaired or replaced ("Our Property").

7.3 Where you are in possession or control of Our Property it is on a fiduciary basis only and you must have a claim of ownership; we may determine (at our sole discretion) to purchase Our Property at your premises for only 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.

7.4 Risk in Our Property passes to you on delivery and remains with you until it is returned to us. Whilst Our Property is in your possession or control you shall: (i) be responsible for any loss or damage to it (other than fair wear and tear) and, (ii) store it in a safe and secure manner and in a place separate from other property; (iii) clearly identify it as belonging to us; (iv) maintain insurance against all loss or damage; (v) use it with care; (vi) inspect it and maintain it in good order and condition; (vii) immediately notify us if it is lost or damaged, destroyed, modified or tampered with; (viii) attach identification to it and anything with it, (ix) not part with possession of it or allow anyone else to use it (x) not sell, dispose or encumber it; (xi) give us free and unrestricted access to it on reasonable notice during ordinary business hours; (xii) make it available for collection by us at any time and allow us access to your premises to remove it; and (xiii) not copy or reproduce it in any way.

7.5 We have an exclusive, irrevocable option to purchase all bespoke tooling owned by you and put in place for the production of goods pursuant to the Contract at its present value.

8 Termination

8.1 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.

8.2 We may terminate the Contract by giving you notice at any time provided by 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.

8.3 Termination of all or part of an Order or the Contract will not prejudice accrued rights.

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 and also with the requirements of the GKN Supplier Code of Conduct available at www.GKNAutomotive.com/SupplierCodeofConduct. 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 or 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 other rights and remedies provided by law.

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. Each company within our Group shall have the benefit of the Contract and may pursue any goods or services pursuant to the terms of the Contract. Any failure or delay by us to enforce or partially enforce any provision of the Contract will not be a waiver of any of our rights.

9.6 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 rights thereunder ("Clauses"). If not, any Claims shall be referred to and finally resolved by arbitration in Australia under the rules of arbitration of the Australian Centre for International Arbitration by one arbitrator appointed in accordance with those rules. The language of the arbitration shall be English.


10 Law and Jurisdiction

The Contract shall be exclusively governed by the law of Victoria, Australia. If you are incorporated or otherwise legally resident in Australia, the courts of Victoria or Australia shall have non-exclusive jurisdiction to settle any disputes or claims that 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 Australia under the rules of arbitration of the Australian Centre for International Arbitration by one arbitrator appointed in accordance with those rules. The language of the arbitration shall be English.