1 Definitions and introduction

"we", "us" and "our" refers to the applicable purchaser among GKN Driveline (Thailand) Limited or other members of the Group.

"you" includes any person or entity with whom you are in possession or control of Our Property (and any scrap resulting from it) and Our employees, agents and sub-contractors and the Group.

2 Your rights

2.1 You have the right to 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 documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

3 Our rights

3.1 We have an irreducible right to all intellectual property 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 documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

4 Your obligations

4.1 You must not disclose any confidential information, documentation, prototypes or tooling provided by us to any person or entity other than your employees, subcontractors and consultants, which we may use without any charge.

5 General Purchasing Conditions

5.1 We will pay you the price set out in the Contract which will be inclusive of delivery costs and exclusive of any value added tax) for the goods and services that you deliver in accordance with the Contract. You may 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(s) and/or services delivered, and must be sent to the address specified in the Contract.

5.3 Unless otherwise set out in the Order, payment will be due from us within 90 days of the date of delivery.

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 disclose any confidential information, documentation, prototypes or tooling provided by us to any person or entity other than your employees, subcontractors and consultants, which we may use without any charge.

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 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 documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

7 Our Property

7.1 Our Property is the subject title contract for all goods and services to 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 documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

7.2 Our Property (and any scrap resulting from it) is solely owned by us and the Group and you confirm that the Group will be the exclusive owner of any rights to the use of Our Property, the presumption will be that we.

7.3 Where you are in possession or control of Our Property it is on a fiduciary basis as our 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.

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); (ii) store and use it at your premises in a proper and secure manner; (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, damaged or seized; (viii) not modify or tamper with it, or attach it to anything, or anything to it; (ix) not part with possession of it or allow anyone else to use it without our prior written consent; (x) keep it in good order and condition in the same circumstances. Where you are in possession or control of Our Property it is on a fiduciary basis as our 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.

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: (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.

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 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 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 your other rights or remedies, whether under the Contract or otherwise.

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 purchase goods and/or services pursuant to the terms of the Contract.

9.6 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.

9.7 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.


10 Law and Jurisdiction

The Contract shall be exclusively governed by the law of Thailand. The courts of Thailand shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with the Contract or its subject matter.