

Supplier Alert: Key Changes in Ford's New Terms and Conditions

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Ford Motor Company ("Ford") issued new Production Purchasing Global Terms and Conditions ("Terms") related to the purchase of goods, services and tech products, including tooling and service parts purchased on or after July 1, 2021. Ford's existing contracts with Suppliers will not be amended to include the Terms unless the contract is renewed after July 1st. Importantly, for blanket purchase orders, the Terms will apply to all releases issued after July 1st. The Terms include 47 sections and contain significant changes from prior iterations.

Identifying the changes and differences from prior versions of these Terms is only the first step. Suppliers to Ford need to understand the implications of the various changes to their businesses. The second step will require Suppliers to think strategically about how they will respond to the Terms that Ford now seeks to impose.

We prepared the chart below to help Suppliers navigate the changes by not only identifying the most significant provisions and changes, but explaining the possible implications and recommending strategic responses to these changes.

Analysis of Ford's 2021 Terms and Conditions

PROVISION	DIFFERENCE	STRATEGIC IMPLICATION	STRATEGIC CONSIDERATION/RESPONSE
What Is Covered Click here to view the term	The Terms expressly apply to the production and use of software and data. The Terms also limit the	These changes broaden the scope of the Terms and standardize the forms used to incorporate them.	Suppliers that produce software or data should review the Terms in particular detail. Suppliers should be

	types of Purchase Orders used to describe the goods, service, or software/date.		cautious about relying on contractual documents, requirements or specifications unless those document qualify as a Purchase Order under this provision.
Payment And Taxes Click here to view the term	<p>The new provision contains three changes:</p> <p>(i) refers to the Supplier Guide for payment schedules and methods instead of the Purchase Order;</p> <p>(ii) no longer requires the Supplier to provide Advanced Shipping Notices; and</p> <p>(iii) allows the Buyer to deduct mandatory withheld taxes from the amounts payable to the Supplier, subject to certain conditions.</p>	<p>Suppliers will need to review the Supplier Guide to determine payment schedules.</p> <p>The Buyer can now shift the cost of any mandatory withheld taxes to the Supplier.</p>	<p>Suppliers should no longer rely on payment schedules and methods in the Purchase Order and will require an express amendment if they seek to deviate from the Supplier Guide.</p> <p>If any mandatory withheld taxes had previously been paid by the Buyer, Supplier may want to seek to have this new cost compensated by a formal request for a price increase.</p>
Quality Assurance Click here to view the term	<p>The 2021 Terms include the following key changes:</p> <p>(i) adds ASPICE and IATF 16949, and removes ISO/TS, from the list of standards with which Suppliers must comply;</p> <p>(ii) creates new “Chronic Supplier Improvement Process” (CSIP) as defined in the CSIP handbook and obligates Suppliers to enter the process upon Buyer’s request; and</p> <p>(iii) requires Launch Suppliers to comply with</p>	<p>This provision creates new obligations for Suppliers to continually pursue improvements and allows the Buyer to track improvements accordingly.</p>	<p>Obtain and conduct detailed review of CISP. Suppliers will want to understand the improvement processes in-depth and factor in the cost of compliance when entering into any long-term supply contract.</p>

	milestone requirements defined in the GPDS Supplier Engagement Process.		
Shipping, Packaging and Delivery; Returnables Click here to view the term	This is a new provision under which the Supplier must house and maintain certain returnable containers owned by the Buyer.	This provision creates a new obligation for Suppliers, which may increase expenses.	Suppliers will want to factor in the cost of compliance with this new obligation when negotiating contracts and setting prices.
Using The Buyer's Intellectual Property And Tooling; Work for Hire Click here to view the term	This is a new provision under which the Buyer will own the copyright to any "work of authorship" created by the Supplier or its employees under a Purchase Order. This must be accomplished by either determining the work is a "work for hire" or by the Supplier assigning all rights to the work to the Buyer. If the Supplier does not own the copyright, it must obtain title and assign all rights to the Buyer.	This new provision implicates numerous issues of copyright law that cannot be fully summarized here. It grants the Buyer a broad and absolute copyright in any copyrightable work created by the Supplier "under a Purchase Order." Significantly, the Supplier is obligated to acquire the copyright if it does not already own it and transfer it to the Buyer at the Supplier's expense.	Suppliers for whom intellectual property is a significant part of their business model should consult an IP attorney before accepting the new Terms. These Suppliers may desire to acquire an exception to the Terms, in writing according to the procedures for doing so established in the Terms. This provision could have a ripple effect whereby Suppliers must now make similar demands for copyrights in works created by employees or subcontractors.
Efficiency Initiatives Click here to view the term	The new Terms expand Suppliers' obligations regarding cost saving measures by requiring the Supplier to inform the Buyer of any possible change that may reduce cost and requiring the Supplier to pass on any savings to the Buyer as mutually agreed.	This change creates a new affirmative obligation by the Supplier to notify the Buyer of potential efficiency increases, to bear the cost of those changes, and pass on the savings to the Buyer.	Since this provision could significantly increase Suppliers' expenses, Suppliers may want to factor in this new cost when negotiating contracts and setting prices.
Software And SAAS Products Click here to view the term	The Terms elaborate and expand on the Buyer's licensing rights to any software included in the Goods: (i) specifies that the	Many of these changes are likely merely express rights that were already implied. However, the greatest implications are that the Buyer's contractors now have	This provision only directly impacts Suppliers that produce software as part of the Goods. For those Suppliers, they will want to acquire a list of

License is non-exclusive and worldwide;	licensing rights to Supplier's software, the Buyer can copy the software and include it in other products, the Supplier must provide all updates and support for the software, and the Supplier must grant the Buyer a right to modify the software if the Supplier discontinues software support.	Buyers' subcontractors who acquire the licensing rights. Suppliers may also wish to negotiate exceptions to the Buyer's right to copy the Supplier's software. Furthermore, Suppliers should predict how long they anticipate providing general software support for better understanding of if and when the Buyer may acquire a right to modify the software.
(ii) specifies that the Terms supersede any other licensing terms issued by the Supplier;		
(iii) extends the licensing rights to any of the Buyer's agents or contractors under a non-disclosure obligation;		
(iv) requires the Supplier to provide all support, updates, and enhancements generally available for the software;		
(v) if the Supplier discontinues general software support, the Supplier must grant the Buyer a license to modify the source code;		
(vi) grants the Buyer the right to either export all Buyer Data or request Supplier to provide a copy of all Buyer Data;		
(vii) grants the Buyer the right to copy any software and use the software in other Goods so long as the license has not expired; and		
(viii) requires the Supplier to implement commercially reasonable measures to ensure the software is not interrupted.		

Data	These are new provisions that:	The Data provisions ensure that the Buyer retains ownership of any	Suppliers will want to more carefully track their use of Buyer's data to
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term	<p>(i) specifies that the Buyer retains all of Buyer's Data, subject to a limited right to use by the Supplier;</p> <p>(ii) obligates the Supplier to provide certain data to the Buyer;</p> <p>(iii) incorporates requirements of "PII Supplement" regarding data privacy; and</p> <p>(iv) incorporates "Information Security Supplement" regarding cyber security requirements.</p>	data the Buyer sends to the Supplier.	ensure Suppliers do not inadvertently breach the Terms. If Suppliers wish to use Buyer's data more broadly, Suppliers may need to negotiate rights to the data separately.
<p>Claims Of Infringement</p> <p>Click here to view the term</p>	<p>This revised provision expands Ford's right to indemnification, including:</p> <p>(i) specifies, without limitation, certain types of infringement claims that are covered;</p> <p>(ii) eliminates obligation of the Buyer to determine the Supplier's financial responsibility under this Section; and</p> <p>(iii) allows the Supplier, at its sole expense, to replace any allegedly infringing software or acquire a license for the Buyer's use so long as the Buyer grants consent.</p>	The Buyer is no longer required to consider shared financial responsibility for any costs under the indemnification provisions.	Although the Buyer is no longer contractually obligated to consider shared financial responsibility, any purported shared responsibility—where the claim of infringement is not <i>solely</i> attributable to the alleged conduct of the Supplier, still should be raised and may impact indemnification negotiations and settlement discussion.
<p>Warranty; Supplier Warranty</p> <p>Click here to view the term</p>	The warranty provisions have been updated to include five new express warranties that the Goods will:	These new warranties create new obligations for Suppliers that may increase costs, such as providing Supplied Data and ensure qualifications	By providing additional warranties and assuming additional risks, Suppliers will now be providing Goods and services of greater value.

	<p>(i) comply with all laws; of servicing personnel.</p> <p>(ii) not infringe any proprietary rights;</p> <p>(iii) be provided under valid licenses for copyright and use, and conform to any requirements thereof;</p> <p>(iv) include any applicable Supplied Date that is timely, accurate, acquired by legal means, and complies with any legal requirements for use and distribution; and</p> <p>(v) be serviced by qualified and trained personnel with due care and diligence.</p>	As such, Suppliers should consider leveraging this greater value in contract negotiations.
<p>Information Provided To A Government; Substance And Materials Reporting And Compliance</p> <p>Click here to view the term</p>	<p>This Section has been updated to require the Supplier to provide all Goods so that the Buyer may comply with applicable regulations regarding conflict minerals or other chemicals.</p>	<p>This change is primarily about the timing for delivery of information regarding conflict minerals and other chemicals.</p> <p>Obtain copies of and ensure compliance with Ford's Restricted Substance Management Standard (RSMS)), reporting processes and requirements related to chemicals such as the International Material Data System (IMDS), and all related requirements in Ford's Environmental Supplier Guide.</p>
<p>Indemnification Obligations Of The Supplier</p> <p>Click here to view the term</p>	<p>This Section further expands the Buyer's rights to indemnification by:</p> <p>(i) changing the language for costs incurred "in defending against a claim" to "in connection with a claim";</p> <p>(ii) expanding indemnification for</p>	<p>Although the Buyer is no longer contractually obligated to consider shared litigation costs, any purported shared responsibility—where the claim of infringement is not <i>solely</i> attributable to the alleged conduct or failure of the Supplier, still should be raised and may impact indemnification</p>

	<p>noncompliance to also include breach and nonperformance;</p> <p>(iii) expressly including claims arising out of alleged defects with software;</p> <p>(iv) eliminating any obligation by the Buyer to attempt to reach agreement concerning appropriate apportionment of Litigation Costs; and</p> <p>(v) further expanding the language used to describe examples of “all costs” covered by indemnification.</p>	negotiations and settlement discussion.
<p>Audit Rights And Financial Information</p> <p>Click here to view the term</p>	<p>This revised provision no longer requires the Supplier to make efforts to permit the Buyer to inspect subcontractors, but does require the Supplier to allow the Buyer to view and audit any “entity” used to fulfill Supplier’s obligations.</p>	<p>This change in language may broaden the Buyer’s inspection rights from “subcontractor” to any “entity” even if not defined as a subcontractor.</p> <p>Suppliers may wish to acquire subsequent inspection rights of other entities they contract with to avoid potential conflicts with the Buyer.</p>
<p>Service Parts</p> <p>Click here to view the term</p>	<p>This Section has been heavily revised in the following ways:</p> <p>(i) makes all Suppliers obligated to supply Service Parts for 15 years, even if the Buyer does not expressly request them;</p> <p>(ii) allows Ford to choose to utilize Authorized Third Parties to fulfill supplier obligations;</p> <p>(iii) requires the Supplier to provide any</p>	<p>The Supplier has several new obligations. Most significantly, there is a presumption that the Supplier will supply Service Parts. The provision also gives sole discretion to Ford regarding any change in suppliers for Service Parts. It also gives the Buyer greater control over the methods for changing the price for Service Parts.</p> <p>These changes will increase expenses and costs for the Supplier given the lengthy service part requirement of 15 years. When the Supplier first contracts to supply the Goods, it will be giving up some control over future actions to supply and price Service Parts. Accordingly, the Supplier will want to address these costs up front when contracting to supply the Goods, and possibly leverage</p>

	documentation required for the Buyer to sell or import Service Parts;		concessions from the Buyer up front.
	(iv) sets a presumption that the Buyer will purchase the Service Parts directly from the Supplier manufacturing site;		
	(v) changes the formulas for the maximum price of Service Parts;		
	(vi) greatly elaborates on the procedures for requesting price changes;		
	(vii) eliminates procedures for negotiating a discontinuance of supply; and		
	(viii) eliminates Supplier obligations to help find alternative sourcing for the Service Parts.		
Compliance With Laws	This provision has been updated to:	The Supplier now has greater obligations to comply with laws of	The Supplier will want to communicate with the Buyer regarding the
Click here to view the term	(i) expand the applicable laws to include any country of destination of use of the Goods and any laws related to the operation of Supplier's business;	additional countries. The Buyer now has the right to demand assurance in writing that Supplier is meeting these obligations. The Buyer has an additional remedy of immediately cancelling any Purchase Order accordingly.	countries of destination for the Goods, and monitor the applicable laws accordingly.
	(ii) grant the Buyer a right to request certification in writing that the Supplier is in compliance;		
	(iii) grant the Buyer a right to terminate a Purchase Order		

	immediately if there is a breach of this provision;		
	(iv) expressly incorporate the requirements of the Export Control and Sanctions Compliance Supplier Guide; and		
	(v) expressly require compliance with laws related to monopolization, restraint of trade, or lessening of competition.		
Social And Environmental Responsibility	This Section has been updated in the following ways:	The Supply Chain Inclusivity and Diversity presents a significant and unprecedented Supplier obligation in an OEM Terms and Conditions. This obligation may impact which entities Suppliers choose to subcontract with. Though not express, there is an implication in the Terms that the Buyer may favor Suppliers who subcontract with more diverse businesses.	The Supplier may want to begin monitoring new aspects of the ownership of companies with which it contracts. Suppliers may need to begin demanding disclosures regarding the race and gender of the owners of subcontracting entities. Suppliers may want to begin diverting business towards companies that meet Ford's definition of "Diverse Businesses." Furthermore, Suppliers may be able to use increased diversity as a negotiation point when entering into supplier contracts.
Click here to view the term	(i) establishes a new "Supplier Code of Conduct" with which the Supply must comply and enforce in similar ways upon subcontractors; and (ii) establishes new "Supply Chain Inclusivity and Diversity" requirements whereby the Supplier must actively pursue contracts with "Diverse Business" and make quarterly reports regarding the dollar value of content provided thereby. "Diverse businesses" are those that are (a) a small business under 15 U.S.C. 632; (b) at least fifty-one percent owned by "socially disadvantaged individuals"; or (c) at least fifty-one percent owned by women.		
Resolving Disputes	The Dispute Resolution process has been	The greatest implication in this changed provision	Suppliers should identify the arbitration entity and

Click here to view the term	<p>updated in the following ways:</p> <p>(i) the parties no longer need to appoint representatives during negotiations;</p> <p>(ii) either party may terminate negotiations with 14 days advance notice;</p> <p>(iii) either party may choose to elect to participate in non-binding mediation;</p> <p>(iv) if a party requests arbitration, the other party now has only 15 days to respond instead of 30;</p> <p>(v) the Buyer may unilaterally elect to arbitrate disputes relating to certain actions and Sections of the Terms;</p> <p>(vi) eliminates the 60 day waiting period after mediation before a party may initiate litigation;</p> <p>(vii) adds the Circuit Court for the County of Wayne, Michigan (3rd Circuit—Detroit) as a possible venue for litigation; and</p> <p>(viii) establishes certain and severe penalties for Suppliers if they are found to have violated any Competition Laws.</p>	<p>is that the Buyer may unilaterally elect binding arbitration in many circumstances. Suppliers can now be forced into arbitration.</p> <p>Suppliers no longer have any express rights</p>	<p>applicable rules/procedures before entering into long-term contracts. Suppliers may also desire to take extra precautionary steps to ensure they comply with all Competition Laws, as defined in the Terms.</p> <p>Suppliers that use their own tooling should</p>
Supplier-Owned Tooling	This provision has been eliminated entirely. The		

new Terms do not address any rights or obligations pertaining to Supplier-Owned Tooling.	regarding Supplier-Owned Tooling within the Terms.	negotiate terms regarding the tooling separately, outside any Purchase Orders or supply contract.
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Select Provisions in Ford's 2021 Terms and Conditions

1. What Is Covered

1.01 Goods and Services. The Global Terms and Conditions apply to the purchase by the Buyer of production goods, services, and Tech Products from the Supplier including: (a) production and service parts, components, assemblies and accessories, including without limitation commercial software, developed software, and Supplied Data (b) raw materials; (c) tooling; and (d) design, engineering, or other services, including without limitation any software as a services (SaaS Products), software maintenance or support. Separate Global Terms and Conditions apply to the purchase of non-production goods and services. The Global Terms and Conditions can be found at the Global Terms and Conditions home page accessible via the Ford Supplier Portal (FSP) (<http://fsp.covisint.com/>) or obtained directly from the Buyer.

1.02 What's Being Purchased. The Purchase Order describes the goods, services, and Tech Products being purchased and specify the name and address of the Buyer and the Supplier. The goods and services purchased are referred to as the Goods or, in the case of a Prototype Tool Order or Production Tool Order, the Tooling.

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9. Payment and Taxes

9.01 Payment Terms and Payment Method. The Purchase Order references the Ford Global Production Payment Schedule Supplier Guide. See the Supplier Guide for payment schedules and payment method details.

9.02 Currency. Payment will be made in the local currency of the country where the Goods will be manufactured. At the Buyers discretion, the Buyer may specify that Purchase Orders will be governed by the Autocurrency Overview and Operating Policy Supplier Guide. If specified Purchase Orders are not governed by Autocurrency and currency is not local, the Buyer reserves the right to issue existing Purchase Orders to local currency of manufacture.

9.03 Total Price and Taxes. The total price for the Goods will include duty, if applicable, and tax, unless otherwise specified in the Tax Supplier Guide. The Supplier will separately show on its invoice any duties, and any sales tax, use tax, value-added tax (VAT), or similar turnover taxes, levied on the Goods. The Supplier will provide whatever documents and information the Buyer may require to support taxes paid, tax reporting, or recovery of VAT. The Supplier will comply with the requirements of the Tax Supplier Guide. The Supplier will pay duty if the delivery term specified on the Purchase Order requires the Supplier to pay it (see the Delivery Terms Supplier Guide for more details).

9.04 Income Taxes. To the extent the Buyer is required by law to withhold tax based upon the Supplier's income or revenue, the Buyer may deduct such tax from the amounts payable to the Supplier and remit to the appropriate government authorities provided that: (i) the Buyer may only

deduct such tax to the extent the income or revenue pertains to amounts paid by the Buyer to the Supplier; (ii) such deduction is in accordance with the tax laws and regulations of the applicable countries; and (iii) the Buyer shall subsequently provide the Supplier with a receipt showing the payment of such tax. For the avoidance of doubt, any taxes, withheld or otherwise, imposed on the Supplier's income or revenue will be the sole financial responsibility of the Supplier.

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11. Quality Assurance

11.01 Compliance with Buyer's Programs. The Supplier will deliver continuous quality improvement in the manufacture, production and distribution of the Goods. The Supplier will comply with specific quality assurance processes and standards specified by the Buyer. These standards include the Buyer's Q1 quality program, ASPICE and ASPICE assessment rating, IATF 16949 or QS-9000, ISO 14001 and the Buyer's Supplier Delivery Rating.

11.02 Chronic Supplier Improvement Process (CSIP)

Failure to meet or maintain the standards specified by the Buyer may result in the Buyer requesting the Supplier enters the CSIP Process as defined in the CSIP Handbook available on the Ford Supplier Portal.

Any costs incurred by following the CSIP process would be borne by the Supplier. During the period when the Supplier is engaged in the process, the Supplier remains responsible for meeting the Buyer's standards and the Buyer retains ultimate control over the process, governance and recovery plan in line with the Buyer's standards.

11.03 Launch. Supplier shall comply with the Buyer's program and launch requirements for each program milestone and build event for the Goods as specified in the GPDS Supplier Engagement Process.

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12. Shipping, Packaging, and Delivery; Returnables

12.03 Returnables. The Supplier will, at its expense:

- (a) Maintain the Returnable Containers, including its repair or replacement, and be responsible for all wear and tear, excluding normal wear and tear for Returnable Containers;
- (b) Properly house the Returnable Containers and insure them against loss or damage, even if it occurs despite Supplier's exercise of due care;
- (c) Refrain from commingling the Returnable Containers with property owned by the Supplier or a third party;

If the Buyer requests, the Supplier will return the Returnable Containers to the Buyer at the Supplier's plant or other location specified by the Buyer. The Supplier is responsible for labor and other costs of dismantling, staging and loading the Returnable Containers for removal. The Supplier will cooperate with the Buyer in removing the Returnable Containers from the location of the Supplier or

subcontractor.

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14. Using the Buyer's Intellectual Property and Tooling; Work for Hire

14.03 Work for Hire. Any work of authorship created by Supplier or Supplier's employees under a Purchase Order will be considered as a "work made for hire" and all copyrights for such works of authorship will belong to Buyer by operation of law. In the event that any work of authorship or portion thereof created by Supplier under a Purchase Order does not qualify as a "work made for hire," Supplier hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein. If Supplier has failed to previously secure ownership of all copyrights in any such work of authorship or portion thereof, Supplier will obtain title and assign all copyrights and moral rights in such work to Buyer.

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17. Efficiency Initiatives

17.01 Supplier Participation. All Suppliers will participate in Buyer's cost savings, warranty reduction, and other efficiency initiatives as required by Buyer. Supplier must implement its own initiatives to improve efficiencies and cost. If the Supplier learns of a necessary change to the Goods or Service, or a possible change to Goods or Service that may reduce cost, improve quality, or otherwise be beneficial to Buyer or its customers, Supplier will inform Buyer of possible change in writing. Supplier will not implement any change without Buyer's prior written approval. Supplier agrees that cost savings through participation in such Efficiency Initiatives will be passed on to the Buyer as mutually agreed.

17.02 Confidential Information. The Buyer's and Supplier's obligations to treat information received under all Efficiency Initiatives as confidential are described in Section 16.

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19. Software and SAAS Products

19.01 Software and SaaS. The following software and SaaS Products which are included as standalone, or embedded in, the Goods and Tech Products will remain the property of Supplier ("Supplier Intellectual Property"): (i) commercial off-the-shelf software or software as a service, or any derivatives thereto or modifications or adaptations thereto (other than Buyer configuration, workflow, settings, and similar); and (ii) patents, copyrights, industrial design rights or other proprietary rights of Supplier that are not developed specifically for Buyer.

The Supplier grants to the Buyer a permanent, paid-up, non-exclusive, worldwide License to any software and SaaS Products which are included as standalone or embedded in the Goods and Tech Products, unless otherwise specified differently on the applicable Purchase Order. This License is limited to the use, repair, modification, or sale of any software and SaaS Products which are standalone or embedded in the Goods and Tech Products in conjunction with the use or sale of the Goods and Tech Products. Supplier agrees that these Global Terms and Conditions supersede any license terms that it distributes with, causes the Buyer to click through or consent to prior to use, or otherwise includes with the Goods and Tech Products. The parties agree that Buyer's agents,

outsourcers, and contractors who are under obligation of non-disclosure may use the Goods and Tech Products for the benefit of the Buyer

19.02 Confidentiality. The Buyer's obligations to treat commercial software and SaaS Products as confidential are described in Section 16.

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20. Data

20.01 Buyer Data. Buyer retains all right, title, and interest in and to all Buyer Data. Supplier has no rights in or to any Buyer Data not expressly indicated under the PPGTCs. During the term of the applicable Purchase Order, Buyer hereby grants to Supplier a limited, non-exclusive, non-transferable, revocable license to strictly collect, transmit, store, or otherwise process Buyer Data for the sole purpose of providing the Goods and Tech Products to Buyer. Supplier shall not use Buyer Data, whether in aggregated, anonymized, or de-identified format or not, for any business or other commercial purpose of Supplier or any other person. Without limiting the foregoing, Supplier shall not use Buyer Data which is aggregated, anonymized, or de-identified and attempt to use it in manner which, either alone or in combination with other information, would make such Buyer Data identifiable.

20.02 Data Incident. Without limiting the other provision of the Global Terms, Supplier shall be responsible for all reasonable and necessary data incident notifications, forensics, credit protection services, and other data mitigation services resulting from Supplier's failure to protect Buyer Data under the PPGTCs.

20.03 Supplied Data. Shall be provided to Buyer at no additional charge at the request of Buyer. Supplied Data shall not include any Buyer Data provided by Buyer to Supplier. Supplier shall deliver all requested Supplied Data to Buyer with right for Buyer to use Supplied Data in analytics, in operations, related to providing products and services, in manufacturing, with third parties, or merged with other data assets. The formatting and specifications of all Supplied Data provided to Buyer by Supplier shall be as specified in the Supplier Production Data Supplier Guide or as otherwise agreed upon by the Parties in the SOW.

20.04 Privacy. See PII Supplement available on the Ford Supplier Portal (FSP) for details.

20.05 Cyber Security. See Information Security Supplement available on the Ford Supplier Portal (FSP) for details.

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21. Claims of Infringement

21.01 Supplier Obligations. Without limiting any other indemnification obligations in these Global Terms and Conditions, the Supplier will, at its sole cost and expense, indemnify and hold the Buyer and its Related Companies harmless against any and all claims for any alleged infringement of any patent, copyright, trade secret, industrial design right, utility model or other industrial and intellectual or proprietary right based on Supplier's activity under a Purchase Order, or the manufacture, marketing, sale, or use of the Goods and Tech Products (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Supplier's

recommendations. The Buyer and the Supplier may agree in a Technology Agreement to limit the Supplier's obligations under this Section 21.01 by geographic region.

21.02 Assistance to the Buyer. The Supplier will investigate, defend, and otherwise handle any such claim. At the Buyer's request, the Supplier will assist the Buyer in its investigation, defense, or handling of any such claim. The Supplier will pay all costs, expenses, damages, and settlement amounts that the Buyer, its Related Companies, and others selling or using the Buyer's products incorporating the Goods may sustain by reason of an indemnified claim.

21.03 Buyer Design Input. The Supplier's indemnification obligations will apply even if the Buyer furnishes all or a portion of the design and specifies all or a portion of the processing used by the Supplier unless a Technology Agreement provides otherwise.

21.04 Adjustment of Supplier's Financial Responsibility. Without limiting the indemnification obligations herein, in the event a claim of infringement is asserted, Supplier may replace or modify the Goods and Tech Products to make them non-infringing at no cost to Buyer, provided that Buyer approves such replacement or modification and agrees in writing that such replacement or modification achieves the substantive results of the original version of such Goods and Tech Products and any related cost incurred are paid by Supplier, or Supplier may procure at its expense a license for Buyer to use the allegedly infringing Goods and Tech Products.

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22. Warranty; Supplier Warranty

22.01 Supplier Warranty. The Supplier warrants that during the applicable Warranty Period (as defined in Section 22.02, 22.04 or 22.05) the Goods will:

(g) Comply with all laws;

(h) Not infringe any proprietary rights (including patents, copyrights, trademarks, trade secrets).

(i) Supplier also warrants that it has the right to license the Tech Products to Buyer and that Supplier is in compliance with the licenses of any free or open-source software contained in the software. No Tech Products will contain software (A) constituting Copyleft Materials, or (B) not in compliance with the applicable notice, disclaimer, or other licensing requirements thereof. "Copyleft Materials" means materials subject to any license that requires as a condition of use, modification, or distribution thereof, that such materials, or materials combined or distributed with such materials, be (1) disclosed or distributed in source code or similar form, (2) licensed for the purpose of making derivative works, or (3) redistributable at no charge;

(j) For Supplied Data, Supplier warrants that: (A) all Supplied Data is timely and accurate, (B) all Supplied Data was obtained legally by Supplier, (C) Supplier has the unrestricted right to use, sell, provide, license, or include in Buyer products such Supplied Data, and (D) all Supplied Data will comply with all security and privacy laws, including the provision of notice and obtaining any consent required to provide the Supplied Data and advising of any limitations on its use.

(k) Services will be provided by appropriately qualified and trained personnel, in a professional manner with due care and diligence to such high standard of quality as it is reasonable for Buyer to expect in the circumstances.

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24. Information Provided To a Government; Substance and Materials Reporting and Compliance

24.04 Substance and Materials Reporting and Compliance

(a) Upon the request of the Buyer or a Related Company of the Buyer, the Supplier will provide it with access to and copies of any data, materials, or other information, including any formulas or analyses, that:

(1) Relates to the Goods, their composition, any component or part of the Goods, or any materials or substances used in the Goods or in connection with their production; and

(2) Is needed, as determined by the requestor, to enable compliance with any requirement of a Government (either mandated or voluntarily agreed upon by the Buyer or any of its Related Companies) relating to the hazardous, toxic, or other content or nature of the Goods, or the ability to recycle the Goods or any component, part, or materials in the Goods.

(b) The Supplier will comply with the Buyer's requirements relating to the use (or prohibition on use) of certain materials and substances in the Goods (such as Ford's Restricted Substance Management Standard (RSMS)), and utilize and comply with the Buyer's reporting processes and requirements relating to any data, materials, or other information described in Section 24.04(a) (such as the International Material Data System (IMDS)). See the Environmental Supplier Guide.

(c) Supplier must provide all Goods so that the Buyer may comply in a timely manner with due diligence and disclosure regulatory requirements under applicable law on the content and origins of conflict minerals or of other chemicals and/or materials.

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25. Indemnification Obligations of the Supplier

25.01 Definitions. For purposes of this Section 25, Indemnified Person includes the Buyer, its Related Companies, and their directors, officers, and employees. Costs includes any and all costs, damages, losses, claims, litigation, actions, and expenses (including actual fees for attorneys, experts and consultants, settlements, judgments, and other recoveries or amounts) incurred in connection with a claim under Section 25.02

25.02 Supplier's Obligations. The Supplier will indemnify and hold an Indemnified Person harmless against any and all Costs occasioned by, resulting from, or arising directly or indirectly out of any claims, demands, payments, suits, actions, or other proceedings of any nature for death, personal injury, property damage, or other losses, economic or otherwise, which result from: (a) any defect or alleged defect in the Goods or Tech Products supplied by the Supplier; (b) any noncompliance, breach, or nonperformance or alleged noncompliance, breach, or nonperformance by the Supplier with any of its representations, warranties, or obligations under a Purchase Order; or (c) any negligence or fault or alleged negligence or fault of the Supplier in connection with the design or manufacture of the Goods or Tech Products. Supplier's obligation to indemnify under this Section 25 will apply regardless of the nature of the claim, except for Costs due to Buyer's sole negligence.

25.03 Work Performed on Premises. If the Supplier performs any work on an Indemnified Person's premises or utilizes the property of an Indemnified Person, whether on or off the Indemnified Person's premises, the Supplier will indemnify and hold the Indemnified Persons harmless from and against any and all liability, claims, demands, expenses, suits, actions, or other proceedings of any nature (including actual fees of attorneys and other professionals, settlements, judgments or other recoveries) for any damages, economic or otherwise, or damages to the property of or injuries (including death) to Indemnified Persons, their employees or any other person, arising from or in connection with the Supplier's performance of work or use of the Indemnified Person's property, except for such liability, claim, demand, expense, suit, action, or other proceeding arising from the sole negligence of an Indemnified Person.

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32. Audit Rights and Financial Information

32.01 Supplier Records and Facilities. If requested by the Buyer, the Supplier will permit the Buyer (which, for purposes of this Section 32.01, includes its authorized representatives) to:

(a) Examine all pertinent documents, data, and other information relating to the Goods, Tech Products, Tooling, the Supplier's obligations under the Purchase Order, any payment made to the Supplier or any claim made by the Supplier;

(c) View any facility or process relating to the Goods, Tech Products, or the Purchase Order, including those relating to production quality or capacity; and

(d) View and Audit any facility, entity, or process used to fulfill Supplier's obligations under a Purchase Order to determine compliance with the requirements of the Purchase Order including without limitation those under Section 10, Section 16, Section 19 (Software SaaS), Section 36, Section 37, and Section 20 (Data).

Any examination under this Section 32.01 will be conducted during normal business hours and upon advance Written Notice to the Supplier.

32.02 Supplier Financial Reports. If requested by the Buyer, the Supplier will provide to the Buyer's Material Cost Business Office the most current Financial Reports: (a) for the Supplier; and, (b) for any Related Company of the Supplier involved in producing, supplying, or financing the Goods and Tech Products or any component part of the Goods and Tech Products. Financial Reports include income statements, balance sheets, cash flow statements, and supporting data. The Buyer's Material Cost Business Office may use Financial Reports provided under this Section 32.02 only to assess the Supplier's ongoing ability to perform its obligations under the Purchase Order and for no other purpose, unless the Supplier agrees otherwise in writing.

32.03 Time of Disclosure. If the Supplier is a publicly traded company, the Supplier will provide Financial Reports to the Buyer under Section 32.02 at the time it is permitted to do so under applicable law and the rules of the appropriate stock exchanges.

32.04 Confidentiality. The Buyer's obligations to treat information provided to its Material Cost Business Office under Section 32.02 as confidential are described in Section 16.

32.05 Records Retention. The Supplier will keep all relevant documents, data, and other written

information for at least 2 years (or for such longer time period as is required by the law governing the Purchase Order) following: (a) in the case of the Goods, the later of the last delivery of the Goods or the date of the final payment to the Supplier under the Purchase Order; and (b) in the case of Tooling, the later of the date of completion of the Production Part Approval Process (PPAP), the date of submission of the Part Submission Warrant (PSW), or the date of final payment. The Buyer may make copies of these materials.

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33. Service Parts

33.01 Supply Obligation. The Supplier will supply Service Parts and Component Parts to the Buyer and its Related Companies to meet their current model year and past model year parts needs. Ford may elect to utilize Authorized Third Parties to fulfill supplier obligations as defined in the FCSD Supplier Parts Guide-Global. The term Service Parts refers to the Goods that the Buyer may ultimately offer for resale to its dealers and others as service or replacement parts or as accessories. The Buyer may ultimately offer for resale sub-assemblies, individual component parts and raw materials of the Goods. These are referred to as Component Parts.

Supplier will provide any legal and/or material compliance documentation required by the Buyer to sell or import Service Parts or Component Parts for any applicable market where the Buyer offers vehicles for sale.

Buyer will purchase Service Parts and Component Parts directly from the Supplier manufacturing site where the Goods are produced unless agreed to in writing by Buyer.

33.02 Price for Service Parts. The price for Service Parts will be no greater than the price specified in the Production Purchase Order for the Goods used in production, less Production Commercial Adjustments, plus Service Commercial Adjustments.

33.03 Price for Component Parts. The price for Component Parts will be no greater than the Supplier's actual production or acquisition cost for the Component Parts less an equivalent amount of Production Commercial Adjustments, plus Service Commercial Adjustments. In no case, however, will the total price of all Component Parts, less Service Commercial Adjustments, of the related Goods, exceed the Production Purchase Order price for the Goods less Production Commercial Adjustments and actual assembly costs.

33.04 Price Changes. If the Supplier or the Buyer believes a change in pricing (up or down) is warranted, a price change request may be submitted per the following:

(a) Price changes of Goods in serial production implemented by Production Purchasing will simultaneously change the price of the corresponding Service Parts and Component Service Parts by an equivalent amount.

(b) If the Buyer believes a change in pricing is warranted for applicable Service Parts or Component Parts resulting from Buyers Efficiency Initiatives, it will notify the Supplier with a written price change request.

(c) Supplier to maintain the last Purchase Order price on file while the Goods were in serial production for the greater of either 3 years or the applicable warranty period for the Goods.

(d) If the Supplier believes a change in pricing (up or down) is warranted for applicable past model Service Parts or Component Parts, subject to 33.04 (c), limited to significant and ongoing changes in component or raw material costs, or manufacturing costs, it may file a price change request via the Buyer's approved price change request submission process.

(1) Price changes need to be mutually agreed upon for actual manufacturing cost changes

(2) Mutually agreed price changes will be implemented when all Supplier-caused backorders are resolved

(3) Supplier will provide actual invoices, published price changes, price change requests from suppliers, all relevant sales information, evidence of actions taken to mitigate price increases, and other information reasonably requested by the Buyer to substantiate the requested price change. The parties will negotiate in good faith the terms of any price change. The Supplier will continue to ship according to the Buyer's requirements under the current Purchase Order during these pricing negotiations

33.05 Prices for Buyer's Related Companies and/or Approved Third Parties. The prices of Service Parts and Components Parts supplied to the Buyer will also apply to Service Parts and Component Parts supplied to the Buyer's Related Companies and Approved Third Parties, except that the prices will be adjusted (either up or down) to account for any actual net cost differential for the presence or absence of any Service Commercial Adjustments required for supply to the Related Company and Authorized Third Parties (as compared to that required for supply to the Buyer).

33.06 15 Year Past Model Year Supply Obligation. The Supplier will supply past model year Service Parts and Component Parts to the Buyer or its Related Companies for up to 15 years following the end of production of the current model year for the Goods. If the Buyer or its Related Companies has a legal obligation to make the Service Parts or Component Parts available for a longer period, the Buyer will so advise the Supplier. The Supplier will supply the Service Parts or Component Parts for this longer time period.

33.07 Separate Purchase Order. If a separate Purchase Order is issued by the Buyer or any of its Related Companies to the Supplier for Service Parts or Component Parts (such as, for example, where the Buyer's activity responsible for purchasing service parts issues a separate Purchase Order to the Supplier for the Service Parts or Component Parts), the Global Terms and Conditions will apply to the separate Purchase Order. The requirements of this Section 33 under the original Production Purchase Order will, however, continue to apply unless the parties specifically agree otherwise in writing.

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35. Compliance with Laws

35.01 General Obligations. Supplier, the Goods and Tech Products must comply with all applicable laws, rules, regulations, orders, conventions, ordinances, or standards of the country of destination or use of the Goods, or which relate to the manufacture, labeling, transportation, importation, licensing, approval, or certification of the Goods and Tech Products or which relate to the operation of Supplier's business, including without limitation all applicable export control and sanction laws as further described in the applicable Supplier Guides. At Buyer's request, Supplier must certify in writing its compliance with any or all of the foregoing. Buyer requires strict compliance with this

provision and has the right to immediately terminate a Purchase Order if there is a breach hereof.

Without limiting the foregoing, the Supplier will comply with all Government Requirements that may apply to the design, production, sale, or distribution of the Goods and Tech Products. A Government Requirement includes any law or requirement of a Government, including those that apply to new motor vehicles in general or specific components installed in them, or parties that may provide them. These requirements include emissions control, safety, hazardous materials, recycling, end-of-life disposal, U.S. and other applicable export controls, sanctions, and anti-boycott regulations. A Government Requirement may include specific warranty periods or terms of coverage, or a period of time during which the Buyer may be required to conduct a Field Service Action as defined in Section 23.02. The term Government refers to an entity that claims a right to investigate or regulate the Goods and Tech Products, the vehicles into which the Goods and Tech Products may be installed, the Buyer, the Supplier, or any of their Related Companies. The term Government includes the United States Environmental Protection Agency, the United States National Highway Traffic Safety Administration, and the Commission of the European Union.

35.02 Trade Controls. Supplier, the Goods and Tech Products must comply with all U.S. and other applicable laws, statutes, regulations, codes, and executive orders relating to export controls, sanctions, and anti-boycott with regard to any purchases under this agreement as further described in the Export Control and Sanctions Compliance Supplier Guide, as Buyer may update from time to time. At Buyer's request, Supplier must certify in writing its compliance with any or all of the foregoing and shall provide supporting evidence of compliance as Buyer may reasonably request. In the event that any Goods have an export control classification number ("ECCN") or United States Munitions List ("USML") category classification other than EAR99, is an ITAR Defense Service, or that is otherwise export controlled under the laws of any applicable jurisdiction, Supplier shall so notify Buyer in writing and prior to delivery by completing the Supplier Export Control Notification Form, as further described in the Export Control and Sanctions Compliance Supplier Guide. Buyer requires strict compliance with this paragraph and has the right to immediately terminate a Purchase Order or relevant parts thereof if there is a breach under this paragraph or if compliance becomes impracticable under these regulations.

35.03 Government Contractors. The Supplier will comply with all applicable Government Requirements for Government subcontractors, including, if the Buyer is a U.S. company, the requirements of U.S. law as found in the Supplier Requirements on U.S. Government Contracts Supplier Guide.

35.04 Competition Laws. The Supplier will comply with all Competition Laws. Competition Laws refers to any law that prohibits, restricts, or regulates actions having the purpose or effect of monopolization, restraint of trade, or lessening of competition.

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36. Social and Environmental Responsibility

36.01 Basic Working Conditions. When the Supplier performs work on the Goods or their component parts, the Supplier will not: (a) use forced labor, regardless of its form; (b) employ any person below the age of 15, unless it is part of a Government approved job training, apprenticeship or other program that would be clearly beneficial to its participants; or (c) engage in physically abusive disciplinary practices.

36.02 Supplier Code of Conduct. The Buyer has created a Supplier Code of Conduct based upon internationally recognized standards and Ford internal policies. The Supplier Code of Conduct applies to the supply of all Goods used on Buyer products and covers topics related to social and environmental responsibility, including the responsible sourcing of materials.

The Supplier must comply with the Supplier Code of Conduct and demonstrate compliance when asked. The Supplier shall enforce a similar code of practice and have its subcontractors do so. Any required corrective action plans to rectify non-conformances to the Supplier Code of Conduct will be according to a mutually agreed timeline. The Code can be found via the Social Responsibility Supplier Guide.

36.03 Subcontractors. If the Supplier retains subcontractors to perform work on the Goods or their component parts, the Supplier will use only subcontractors that will adhere to the requirements of Section 36.01 and 36.02. The Supplier will monitor the subcontractor's compliance.

36.04 Certification of Compliance. The Supplier represents when it delivers the Goods that it has complied with the requirements of Section 35, Section 36.01, Section 36.02 and 36.03. The Buyer may retain an independent third party, or request the Supplier to retain one reasonably acceptable to the Buyer, to: (a) audit the Supplier's compliance with the requirements of Section 36; and (b) provide the Supplier and the Buyer with written certification of the Supplier's compliance, including areas for potential improvement.

36.05 Cost of Audit. The Supplier will bear the cost of any third-party audit and certification under Section 36.04, regardless of which party retained the auditor. The Buyer, at its option, may accept an audit or certification by the Supplier in lieu of a third-party certification.

36.06 Supply Chain Inclusivity and Diversity. The Supplier will actively attempt to establish and maintain a diverse and inclusive supply chain. This includes all reasonable efforts by the supplier to contract and sub-contract with Diverse Businesses. A diverse business is an entity that meets one or more of the following criteria: (a) a small business, as defined in Title 15, Section 632 of the United States Code and related regulations; (b) a business, generally a small business but not necessarily, owned and controlled by socially disadvantaged individuals (at least fifty-one percent (51%) percent of the business is owned and controlled by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more such individuals); (c) a business that is at least fifty-one percent (51%) owned by a woman or women who also control and operate the business. The supplier will report quarterly the dollar value of the content provided by its diverse businesses, as it pertains to the supplier's business with Ford Motor Company, which meet one or more of the preceding conditions for the products or services hereunder as well as the basis for claiming that such content was provided by an entity which meets one or more of the preceding conditions. See applicable regional Supplier Guide for additional information including the definition of socially and economically disadvantaged individuals.

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38. Resolving Disputes

38.01 Negotiation Phase. In the event of a dispute between the parties relating to the Purchase Order, the one raising the matter in dispute will notify the other in writing describing in sufficient detail the nature of the dispute. The parties will then promptly negotiate in good faith to reach a fair and equitable resolution of the dispute. Either party, at any time, in their sole discretion, may terminate

this Negotiation Phase with 14 days advance notice in writing to the other party.

38.02 Mediation Phase. During the Negotiation Phase in Section 38.01, including the 14-day time period after either party notifies the other that it is terminating the Negotiation Phase, either party may elect to engage in a non-binding mediation, by providing written notice to the other party of the same. Thereafter, the parties will participate in nonbinding mediation by a third-party mediator in good faith. The parties will promptly agree on the mediator, and the cost of the mediator will be shared equally. The Mediation Phase must be completed within 90 days from the date that notice to elect mediation is provided unless the parties agree to a different time frame.

38.03 Arbitration Phase. Following the conclusion of the Negotiation Phase under Section 38.01, or following the conclusion of the Mediation Phase under 38.02 if mediation was elected, a party may request the other to participate in binding arbitration by making a request in writing to the other party, and the other party will have 15 days after receipt of such request to respond in writing as to whether it will agree to binding arbitration. However, in the case of disputes relating to quality, quantities, delivery, payments, warranty, indemnification, any kind of field service action, and/or actions under Sections 10, 11, 12, 13, 14, 22, 23, and 25 of these Global Terms and Conditions, Buyer may unilaterally elect to arbitrate, at which time the parties shall submit to binding arbitration. Prior to any unilateral election to arbitrate by Buyer, the parties must have participated in the Negotiation Phase, and if elected by either party, the Mediation Phase.

38.04 Litigation. If the dispute has not been resolved within the Negotiation Phase or if elected, the Mediation Phase, litigation may be initiated, unless the parties arbitrate under Section 38.03. In any litigation, the parties agree that the litigation will be filed only in the courts of the country in which the Buyer has its principal place of business, regardless of where the Supplier may be located or the Goods may have been designed, manufactured, sold, or delivered, unless the applicable provisions of the Dispute Resolution Supplier Guide provide otherwise. If multiple Buyers are listed in the agreements and one of the Buyers is located in the United States, then the principal place of business shall be deemed in the United States.

38.05 Principal Place of Business in the U.S. If the principal place of business of the Buyer is in the United States, each party will, in any litigation brought under Section 38.04:

(a) Irrevocably submit to the exclusive jurisdiction of: (1) the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, as to any claim or proceeding over which it may have jurisdiction; or, (2) the Circuit Court for the County of Oakland, Michigan (6th Circuit — Pontiac); or the Circuit Court for the County of Wayne, Michigan (3rd Circuit—Detroit) as to all other claims or proceedings;

(b) Expressly waive any objection to venue or jurisdiction, including an objection based on the inconvenience of the forum; and

(c) Not seek or accept any award of punitive, exemplary or multiple damages other than a right to recover them under the indemnification provisions in Section 25.

38.06 Principal Place of Business outside the U.S. If the principal place of business of the Buyer is outside of the United States, the applicable provisions of the Dispute Resolution Supplier Guide may require binding arbitration in place of litigation and will describe the jurisdiction and venue for any litigation. See the Dispute Resolution Supplier Guide.

38.07 Governing Law. The Purchase Order will be governed by the laws of the Buyer's principal place of business without regard to any conflict of laws or provisions that might otherwise apply. If multiple Buyers are listed in the agreements comprising the Purchase Order, and one of the Buyers is located in the United States, then the principal place of business shall be deemed in the United States. If the Buyer is located in the United States, its principal place of business will be deemed to be the state of Michigan. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

38.08 Effect on Buyer's Rights. The dispute resolution processes specified in Sections 38.01 through 38.04 are not preconditions to the exercise by the Buyer of any of its rights or remedies under the Purchase Order or applicable law, including, but not limited to, its rights under Section 10 or Section 23 of these Global Terms and Conditions, any Supplier Guide, or the exercise of injunctive or other equitable or provisional relief.

38.09 Anticompetitive Practices. If the Supplier is found by any court, tribunal, or regulatory agency or authority to have violated or infringed a Competition Law for a commodity purchased by the Buyer, or if the Supplier admits or pleads guilty to a violation of a Competition Law for a commodity purchased by the Buyer, including pursuant to a Government antitrust leniency program, the Supplier shall: (a) produce to the Buyer all documents, data, and other information produced to all Government authorities globally that is related to an investigation of a Competition Law violation, within 4 weeks of a finding or guilty plea; and (b) participate in binding arbitration to resolve any Buyer claims related to the violation. If, during arbitration, Supplier is found to have violated competition laws with respect to the Buyer, the Supplier agrees to pay Buyer 15% of the purchase price of all Goods impacted by the anticompetitive conduct, regardless of the location of the Buyer's principal place of business. If the Supplier is found to have violated the Sherman Act in the United States, the Buyer shall be entitled to treble the amount paid under Section 38.09(c) for all purchases governed by the Sherman Act. The payment required by Section 38.09 (b) shall not be the sole or exclusive remedy of the Buyer for Competition Law violations, and Buyer is entitled to any available statutory damages at arbitration. The location of the arbitration shall be Michigan, unless the Buyer and Supplier agree otherwise. The rules and procedures to be followed in the arbitration will be the CPR Rules for Non-Administered Arbitration of Business Disputes. The arbitration rules current as of the time the arbitration is initiated will apply. The terms of this Section 38.09 supersede any conflicting provisions of the Global Terms and Conditions. For the avoidance of doubt, Sections 38.01-38.04 shall not apply in the event of a violation of a Competition Law by a Supplier. The Dispute Resolution Supplier Guide also shall not apply in the event of a Competition Law violation by a Supplier.

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