

## ROLLS-ROYCE GENERAL CONDITIONS OF PURCHASE FOR GOODS & SERVICES

### 1. INTERPRETATION

These GCP shall be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1 (Interpretation).

### 2. APPLICABILITY

2.1 The Parties agree that the terms and conditions contained in the Contract in relation to Services and/or Deliverables to be provided under these GCP are the only conditions upon which the Buyer is prepared to deal with the Supplier and that these GCP shall govern the Contract and no other terms or conditions of business contained or referenced in any acknowledgement or any other form of acceptance by the Supplier (whether written or otherwise), any standard form, quotation, proposal, specification, supplier invoice or any other document issued, submitted or delivered by the Supplier to the Buyer or implied by trade custom, practice or any course of dealings between the Parties shall apply unless such terms and conditions are expressly stated in the Order to apply and the Supplier hereby waives any right which it otherwise might have to rely on any such terms and/or conditions.

2.2 Each Order shall be deemed to be an offer by the Buyer to purchase Services and/or Deliverables (as applicable) subject to these GCP and no Contract shall, unless otherwise stated in the Order, be formed until the earlier of:

2.2.1 the Supplier expressly giving notice of acceptance of the Order; or

2.2.2 two (2) Working Days from the date of receipt of the Order by the Supplier, unless the Buyer is notified in writing by the Supplier that it is unable to fulfil the Order within such two (2) Working Day period.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 The Supplier represents and warrants to the Buyer that, on the Effective Date and on an ongoing basis:

3.1.1 it has the power to enter into and perform and has taken all necessary action to authorise its entry into and performance of the Contract and the transactions contemplated by it;

3.1.2 the obligations expressed to be assumed by it in the Contract are legal, valid, binding and enforceable obligations;

3.1.3 no claim is being assessed and no litigation, arbitration or administrative proceedings are in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

3.1.4 it is not the subject of any obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

3.1.5 save as disclosed in writing to the Buyer, no one other than a bona fide employee of the Supplier has recommended that the Buyer enter into the Contract or otherwise interceded or negotiated on the Supplier's behalf in relation to the agreement or negotiation of the Contract;

3.1.6 neither it, nor to its knowledge, has any other person, including but not limited to any Associated Person, given, or agreed or promised to give any financial or other advantage, to or for the benefit of any other person in order to obtain or influence the award of the Contract; and

3.1.7 all Information provided by the Supplier to the Buyer as to the nature, standing and interests of the business of the Supplier and its shareholders is accurate and complete.

3.2 The Supplier further represents and warrants to the Buyer that:

3.2.1 in respect of the provision of Services:

(a) the Services will be provided in accordance with the requirements of the Contract, including any Specification referenced in or attached to the Order;

(b) the Services will be performed with all reasonable skill, care and diligence;

This information is provided by Rolls-Royce in good faith based upon the latest information available to it; no warranty or representation is given; no contractual or other binding commitment is implied unless as otherwise stated herein.

- (c) it will provide the Services in accordance with (and will not cause the Buyer or any Affiliate of the Buyer to breach) any applicable Law or best practice in any industry standards, profession or trade;
- (d) it has all the necessary permissions, licences and authorities from third parties that it requires to carry out the Services and to enable the Buyer and the Permitted Users to use and exploit the same and any Service Outputs (including any Foreground IP); and
- (e) any goods manufactured or supplied (to include Service Outputs) by the Supplier in connection with the Services shall conform to any specifications referenced in or attached to the Order and in any event shall be of satisfactory quality, fit for their intended purposes and free from defects.

3.2.2 in respect of Deliverables, each Deliverable will, following its Delivery:

- (a) fully conform and perform in accordance with the requirements of the Contract, including any specification referenced in or attached to the Order;
- (b) be free from any defects (whether actual or latent) in workmanship and materials; and
- (c) where the Buyer is not responsible for the design of the Deliverables, be free from defects (whether actual or latent) in design.

3.3 The representations and warranties in clauses 3.1 and 3.2.2 will:

3.3.1 in respect of clause 3.1, survive the execution of the Contract and the performance of the Services and Delivery of the Deliverables; and

3.3.2 in respect of clause 3.2.2, be deemed repeated by the Supplier on the Scheduled Delivery Date of each Deliverable with reference to the facts and circumstances then existing.

#### 4. PRICE AND PAYMENT

4.1 The price of the Services and/or Deliverables and the currency for payment will be set out in the Order.

4.2 Prices are exclusive of value added tax or any other similar tax ("VAT") payable in the Buyer's jurisdiction of incorporation but includes all other taxes, duties and levies. If VAT is chargeable in the Buyer's jurisdiction of incorporation, it will be separately identified on the invoice and subject to the Supplier's compliance with its obligations in clause 4.4 or 4.5 below, as applicable, will be payable by the Buyer.

4.3 Subject to clause 4.2, the Supplier will be responsible for, and will indemnify the Buyer in full, from and against any and all taxes, duties, fines, penalties and interest thereon, imposed on the Supplier, its personnel or any Affiliate of the Supplier, by the government or other lawful taxing authority of any country for or on account of any payment made to or earned by the Supplier in connection with the provision of the Services and/or supply of Deliverables under the Contract.

4.4 Subject to acceptance of the Services and/or Deliverables (as applicable) pursuant to clauses 6 (Acceptance) and 9 (Remedy for Defects), the Supplier shall be entitled to submit an invoice to the Buyer upon completion of the Services or Delivery of the Deliverables (or at such other times as agreed by the Parties), and the Supplier confirms that it shall comply with the terms of the Order in respect of submitting its invoice(s) (to include the use of an online portal if and as directed by the Buyer) and that each invoice shall quote the number of the Order and a full breakdown of the price (with sufficient information to enable the Buyer to verify the price, including (where the price is based on a rate card) hours worked) and any other relevant references provided at Delivery. The Supplier agrees and acknowledges that the Buyer shall have no liability in respect of any payments due hereunder which are not invoiced by the Supplier in accordance with the Order or that is not invoiced within twelve (12) months of the date when such invoice had properly become presentable under this clause 4.4.

4.5 In respect of Deliverables only:

4.5.1 subject to compliance with applicable Law, where the Supplier has registered to participate in a goods collection service with the Buyer or an Affiliate of the Buyer (for example, 'E-Manifest' or 'Matrix') then, after the later of the Scheduled Delivery Date or the Delivery of all the Deliverables, the Buyer will raise an invoice on the behalf of the Supplier for the Deliverables that will serve as a VAT invoice (a "**Self-billed Invoice**"). The Supplier will, either before or as soon as practicable after the Effective Date, provide the Buyer with the Supplier's VAT registration number and any other details reasonably requested by the Buyer for the purposes of raising the Self-billed Invoice;

- 4.5.2 notwithstanding clause 4.4, where the Supplier has not registered to participate in a goods collection service with the Buyer or an Affiliate of the Buyer or where the issue of a Self-billed Invoice is not permitted under applicable Law then the Supplier shall be entitled to invoice the Buyer after the later of the Scheduled Delivery Date or the Delivery of all the Deliverables or performance of the Services. The Supplier will agree the format of the invoice in advance and in accordance with the Buyer's instructions.
- 4.6 Subject to Supplier's compliance with its obligations in clause 4.4 or 4.5 (as applicable) and provided the Deliverables and/or Services have been accepted in accordance with clause 6 (Acceptance) and not been rejected by the Buyer for non-conformity with the Contract in accordance with clause 9 (Remedy for Defects), then the Self-billed Invoice or invoice (as applicable) will be due and payable by the Buyer on the first Friday 75 days after the issue of the Self-billed Invoice or the receipt of a valid, complete, accurate and undisputed invoice from the Supplier, as applicable. If such a Friday is not a normal banking day in the United Kingdom then payment will be made on the following normal banking day in the United Kingdom.
- 4.7 Subject to and in accordance with clause 4.6, the Buyer will electronically transfer payment to the supplier using (at the Buyer's option) BACS transfer or wire transfer and unless otherwise agreed between the Parties, the Supplier acknowledges and agrees that the Buyer shall not be responsible for any charges incurred on the payment from intermediary banks during the transfer of such payment to the Supplier. Unless otherwise agreed between the Parties, the Buyer shall not make payments to third parties (other than to the Supplier's account with a reputable bank).
- 4.8 Unless otherwise specified by the Buyer in an Order, charges for all Deliverables and/or Services shall be invoiced and paid in pounds sterling.
- 4.9 The Supplier will notify the Buyer as soon as practicable if: (i) its VAT registration number changes; (ii) it ceases to be VAT registered; (iii) and/or there are any other changes which may affect how VAT is assessed in relation to the Contract.
- 4.10 Without prejudice to any other right or remedy, the Buyer will be entitled to set-off any liability owed by it to the Supplier under the Contract against any liability of the Supplier or any Supplier Affiliates to the Buyer or any of the Buyer Affiliates under the Contract or under any other agreement, whether such liability is present or future or liquidated or unliquidated. Sections 3(2) and (3) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 4.11 If the Supplier does not receive any amount due from the Buyer under the Contract on its due date (pursuant to clause 4.6 above), the Supplier will be entitled to charge interest on all valid overdue amounts at a rate of 0.5% per annum above the Base Rate, accruing on a simple basis from the day the amount became overdue and ending on the day payment is received in full by the Supplier. The Parties agree that this represents a substantial remedy in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.12 No variation in the price nor extra charges can be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer.

## 5. PERFORMANCE OF SERVICES AND DELIVERY OF DELIVERABLES

### 5.1 In respect of Services:

#### 5.1.1 the Services will be provided to the Buyer and any Permitted Users:

- (a) from the date(s) of commencement of the Services as set out in the Order;
  - (i) until the service completion date as specified in the Order; or
  - (ii) where no service completion date is specified in the Order, until the Services have been fully performed in accordance with the Contract;
- (b) in accordance with:
  - (i) the Specification;
  - (ii) any Specified Service Levels;
  - (iii) any Specified Timescales; and
- (c) at the location specified in the Order (where applicable).

- 5.2 In respect of Deliverables:
- 5.2.1 the Supplier will, unless otherwise stated in the Order, Deliver the Deliverables to the relevant Buyer in accordance with Delivered Duty Paid (Incoterms 2020) (“**DDP**”) on the Scheduled Delivery Date to the address stated in the Order and with all documentation required by the Contract;
  - 5.2.2 the Supplier will participate in a goods delivery service with the Buyer;
  - 5.2.3 the Supplier will ensure, and it is a condition of the Contract, that title to a Deliverable transfers to the Buyer on Delivery with full title guarantee and free from all Security Interests. Notwithstanding anything contained in the DDP, risk of loss or damage to a Deliverable will pass to the Buyer on Delivery and not before; and
  - 5.2.4 the date of Delivery of the Deliverable(s) will be the date(s) specified as such in the Order (“**Scheduled Delivery Date**”).
- 5.3 Time is of the essence for the performance of the Supplier’s delivery obligations and the provision of the Services under the Contract.
- 5.4 Subject to clauses 5.6 and clause 11 (Force Majeure), if the Supplier fails to perform the Services in accordance with any Specified Timescales or any Specified Service Levels or fails to Deliver the Deliverable on the Scheduled Delivery Date (as applicable), then the Buyer will have the option, exercisable at its sole discretion, to either;
- 5.4.1 recover from the Supplier, in accordance with clause 10 (Indemnity), all Losses suffered by it as a result of the Supplier’s failure to perform the Services in accordance with the Specified Timescales or Specified Service Levels or failure to Deliver the Deliverable on the Scheduled Delivery Date (as applicable); or
  - 5.4.2 in respect of Services, if the Supplier fails to perform the Services in accordance with:
    - (a) the Specified Timescales, to claim two and a half percent (2.5%) of the price of the delayed Services as liquidated damages for each seven (7) day period of delay (or any part of such period) subject to a maximum of ten percent (10%) of the price for the Services so delayed; and/or
    - (b) the Specified Service Levels, to claim two and a half percent (2.5%) of the price of such Services as liquidated damages for each thirty (30) day period (or any part of such period) that the Services are not performed in accordance with the Specified Service Levels, subject to a maximum of ten percent (10%) of the price for such Services; and/or
  - 5.4.3 in respect of Deliverables, if the Supplier fails to Deliver the Deliverable on the Scheduled Delivery Date claim two and a half percent (2.5%) of the price of the delayed Deliverable as liquidated damages for each seven-day (7) period of delay (or any part of such period) subject to a maximum of ten percent (10%) of the price of the Deliverable so delayed.
- 5.5 The Buyer may, in respect of any failure to perform the Services in accordance with the Specified Timescales or Specified Service Levels or any failure to Deliver the Deliverable on the Scheduled Delivery Date (as applicable), exercise its option under clause 5.4 at any time following the relevant deadline for the performance of the Services or the Scheduled Delivery Date for Deliverable. Such option can be exercised only by way of written notice to the Supplier signed by the Buyer. In respect of Services, the Buyer may not claim for a delay under clause 5.4.2(b) if it has already claimed for the same delay under clause 5.4.2(a).
- 5.6 The Buyer may, at its sole discretion, require the Supplier:
- 5.6.1 in respect of Services, to suspend all performance under the Contract; or
  - 5.6.2 in respect of Deliverables, delay Delivery of the Deliverable or suspend all performance under the Contract,  
  
for a period of up to six (6) months. In the event of any suspension of the Supplier’s performance under this clause 5.6, the Buyer’s obligation to pay for Services or Deliverables (as applicable), during the period of suspension will be suspended for the same period of time.
- 5.7 The Supplier will immediately notify the Buyer in writing if it has any reason to believe that it may or will be delayed in any way from completing its obligations under the Contract, with full details of the reason for such belief and any mitigating measures it is taking to manage or reduce the delay.

## 6. ACCEPTANCE

- 6.1 Where the Order (or any other part of the Contract) stipulates that acceptance tests or inspections will apply to the output of the Services and/or Deliverables, the Services and/or Deliverables will not be deemed accepted until the completion of such acceptance tests or inspections to the satisfaction of the Buyer.
- 6.2 Where the Order (or any other part of the Contract) does not provide for any acceptance tests or inspections, the Buyer will:
- 6.2.1 in respect of Services, not be deemed to have accepted the Services or the output of the Services, in whole or in part, for a reasonable period of time following the provision of the Services, not to be less than forty-five (45) days in any circumstances; and
  - 6.2.2 in respect of Deliverables, if the Buyer is not satisfied that the Deliverables are in full conformance with the requirements of the Contract, have the right to reject the Deliverables, in whole or in part, within a reasonable period of time following the Delivery, not to be less than forty-five (45) days in any circumstances.
- 6.3 If the Buyer does not accept the Services or the Service Outputs, the Buyer may, at its sole discretion:
- 6.3.1 send the Supplier a written notice that specifies the reasons for the Buyer's non-acceptance and requiring the Supplier to take rectifying action (a "**Services Rectification Notice**");
  - 6.3.2 send the Supplier a written notice rejecting the relevant Services (a "**Services Rejection Notice**"); or
  - 6.3.3 send the Supplier a written notice rejecting the relevant Services and terminating the Contract with immediate effect (a "**Services Rejection and Termination Notice**").
- 6.4 Upon receipt of a Services Rectification Notice, the Supplier will, within the timeframes reasonably required by the Buyer (taking into account in particular the impact on the Buyer's business resulting from the non-acceptance under clause 6.3 above), re-perform the relevant Services so as to ensure that the reasons for the Buyer's non-acceptance of the Services are adequately addressed and re-submit the relevant Service Output to the Buyer for acceptance. If the Buyer does not accept the relevant Service Output re-submitted to it pursuant to this clause 6.4 or if the Supplier fails to re-perform the relevant Services in accordance with this clause 6.4, then clause 6.3 shall apply.
- 6.5 Upon receipt of a Services Rejection Notice, the Supplier will, within ten (10) days of the receipt of the Services Rejection Notice, refund to the Buyer all amounts which have been paid by the Buyer under the Contract in respect of the rejected Services.
- 6.6 Upon receipt of a Services Rejection and Termination Notice, the Buyer will be under no obligation or liability to make any further payment to the Supplier and the Supplier will, within ten (10) days of receipt of the Services Rejection and Termination Notice, refund to the Buyer all amounts which have been paid by the Buyer under the Contract in respect of the rejected Services and any other unperformed Services.
- 6.7 Any acceptance of the Services and/or Deliverables by the Buyer will not release the Supplier from complying with its other obligations under the Contract (including any warranties or representations given or made by the Supplier under the Contract).
- 6.8 If the Buyer rejects a Deliverable, the Buyer will notify the Supplier in writing and the Supplier will collect such Deliverable, at its own cost, within thirty (30) days of such notification. If the Supplier does not collect the Deliverable within thirty (30) days of the notification of rejection, the Buyer may scrap or dispose of the Deliverable at the Supplier's cost. If the Buyer rejects a Deliverable pursuant to this clause 6.8 the Supplier agrees and acknowledges that the Buyer shall have no liability in respect of any payments due for such rejected Deliverable and the Supplier shall reimburse the Buyer any prepaid payments in respect of any rejected Deliverable within fourteen (14) days following receipt of notification by the Buyer (in accordance with this clause 6.8).

## 7. BUYER PROPERTY

- 7.1 Buyer Property and title therein shall remain the property of the relevant Buyer or its Affiliate (as applicable) at all times.
- 7.2 Buyer Property while in the Supplier's custody or control will be held at the Supplier's risk and the Supplier will at all times:
- 7.2.1 be fully responsible for any loss of, or damage to any Buyer Property;
  - 7.2.2 only use the Buyer Property for the purposes of the Contract or fulfilling Orders or as otherwise instructed or authorised in writing by the Buyer;

- 7.2.3 at the Supplier's expense, keep the Buyer Property insured in an amount equal to the replacement cost with insurance proceeds payable to the Buyer or its Affiliate or their nominee (with all Losses payable to the Buyer);
  - 7.2.4 ensure that the Buyer Property is plainly and permanently marked or otherwise adequately identified by the Supplier as belonging to the Buyer or its Affiliate (or their nominee) or to such other third party as notified by the Buyer;
  - 7.2.5 at the Supplier's expense, maintain and keep in good condition the Buyer Property (fair wear and tear excepted) at such locations as specified in the Order or as otherwise approved in advance in writing by the Buyer; and
  - 7.2.6 maintain comprehensive records of the Buyer Property and will keep any logbooks, records (including maintenance or use records) and any other documents relating to the Buyer Property, fully up to date.
- 7.3 The Supplier will promptly provide the Buyer with a list of the Buyer Property and the location of such Buyer Property and, if appropriate, a forecast of the remaining usable life of such property:
- 7.3.1 within thirty (30) days of each anniversary of the Effective Date;
  - 7.3.2 on the request of the Buyer;
  - 7.3.3 on the termination of the Contract; and/or
  - 7.3.4 when all of the Services and/or Deliverables have either been cancelled, performed or delivered.
- 7.4 The Supplier will immediately follow any instructions of the Buyer to return to the Buyer any Buyer Property and any other information or data belonging to the Buyer and shall not dispose of the Buyer Property at any time other than in accordance with the Buyer's written instructions or authorisation.
- 7.5 The Supplier will indemnify the Buyer or its Affiliates against any and all liability for loss or damage to the Buyer Property or injury to or death of persons arising from or incidental to the presence or use of the Buyer Property, whether such loss, damage, injury, or death be caused by defects in such property, negligence in the use of such property, strict liability or otherwise.

## 8. **QUALITY**

The Supplier warrants and represents that it will comply in full with any requirements set out in the Buyer's Global Supplier Portal, as updated from time to time by the Buyer, including the requirements of SABRe, unless such requirements clearly state that they are not applicable to the type or nature of the Services being supplied by the Supplier under the Contract.

## 9. **REMEDY FOR DEFECTS**

9.1 Notwithstanding clause 6 (Acceptance), in respect of Services:

- 9.1.1 if the Services do not conform to or, for a period of twelve (12) months following the completion of the Services, fail to continue to conform to the requirements set out in clauses 3.2 and 8 (Quality) ("**Service Non-Conformance**") then the Buyer may send the Supplier a written notice requiring the Supplier to re-perform the Services (a "**Service Non-Conformance Notice**"). Within thirty (30) days of receipt of the Service Non-Conformance Notice the Supplier will, at its own cost, re-perform the Services at the location specified by the Buyer to rectify the Service Non-Conformance. If the Supplier fails to rectify the Service Non-Conformance within such thirty (30) day period, the Buyer may:
  - (a) choose to accept the Service Non-Conformance and reasonably adjust the Contract price to reflect the extent and impact of the Service Non-Conformance;
  - (b) rectify or arrange to have rectified such Service Non-Conformance at the Supplier's cost (which the Supplier will reimburse to the Buyer within fourteen (14) days of the Buyer invoicing the Supplier for such costs); or
  - (c) procure equivalent services from alternate sources in order to meet the Buyer's requirements at the Supplier's cost (which the Supplier will reimburse to the Buyer within fourteen (14) days of the Buyer invoicing the Supplier for those costs).
- 9.1.2 If any Service Non-Conformance is identified by the Supplier, the Supplier will immediately report such Service Non-Conformance to the Buyer.

9.2 Notwithstanding clause 6 (Acceptance), in respect of Deliverables:

9.2.1 if a Deliverable has a Defect then the Buyer may require the Supplier, on written notice and at the sole discretion of the Buyer to:

- (a) collect, repair or replace and re-Deliver the Deliverable at the Supplier's sole cost (such costs to include any transportation costs, any costs related to the removal or re-installation of the Deliverable from any higher assembly item and any other costs that the Buyer incurs that it would not have incurred but for the Defect);
  - (i) within thirty (30) days of the Buyer's written notice; and
  - (ii) where the Buyer's written notice states that, for urgent operational reasons, a shorter timescale is required, the Supplier will use its best endeavours to collect, repair or replace and re-Deliver the Deliverable within the timescale stated in the Buyer's written notice;
- (b) promptly refund the price of the Deliverable to the Buyer in full; or
- (c) indemnify the Buyer in full for any costs the Buyer incurs in obtaining the Deliverable (or any equivalent item) from a third party, such costs to be paid within thirty (30) days of the Buyer sending an invoice to Supplier for such costs.

9.2.2 If the Buyer notifies the Supplier that it intends to exercise its rights under clauses 9.2.1(b) or 9.2.1(c), the Supplier will collect the Deliverable, at the Supplier's sole cost, from the Buyer within thirty (30) days of such a notification and risk and title to the Deliverable will pass to the Supplier on collection. If the Supplier does not collect the Deliverable within thirty (30) days of such notification, the Buyer will be entitled to scrap or dispose of the Deliverable at the Supplier's cost. If the Buyer exercises its rights under clause 9.2.1(a), risk in the Deliverable will pass to the Supplier on collection and pass back to the Buyer on re-Delivery.

9.2.3 The Supplier hereby acknowledges that for the purposes of this clause 9.2, in the event that the Defect is a latent defect the latest the Buyer can exercise its rights under clause 9.2 will be three (3) years from the date the Buyer becomes aware of such latent defect.

9.3 The representations and warranties set out at clause 3.2 will apply in full to any Services re-performed and/or any Deliverables repaired or replaced under this clause 9.

9.4 In the event the Buyer exercise its rights under clauses 9.1.1(c) and/or 9.2.1(b) or 9.2.1(c) and notwithstanding clause 9.2.2, the Buyer shall be entitled to immediately terminate the Contract in whole or in part on written notice to the Supplier.

## 10. INDEMNITY

Subject to clause 5.4, the Supplier will indemnify the Buyer in full against any and all Losses that are incurred by the Buyer as a result of the Supplier's breach of any term of the Contract or as a result of any tortious (including negligent) acts or omissions of the Supplier (or any Authorised Sub-contractor) in connection with the performance of the Contract, irrespective of whether such Losses were foreseeable at the time the Parties entered into the Contract. The Buyer will use reasonable endeavours to mitigate any such Losses.

## 11. FORCE MAJEURE

11.1 Provided that the affected Party has not directly or indirectly caused a Force Majeure Event and subject to the affected Party's compliance with clauses 11.2 and 11.3, the time specified for the performance by a Party of any obligation of that Party in the Contract will be extended by a period equal to the period for which such performance is prevented by a Force Majeure Event.

11.2 The affected Party will use all reasonable endeavours to mitigate the effect of a Force Majeure Event.

11.3 If a Force Majeure Event occurs that will or may prevent the timely performance of a Party's obligations under the Contract, the affected Party will notify the other Party as soon as possible and in any event within five days of the start of the Force Majeure Event, providing:

- 11.3.1 full details of the Force Majeure Event;
- 11.3.2 its anticipated effect; and
- 11.3.3 the affected Party's proposed measures to mitigate its effect.

11.4 If the Buyer receives a notification from the Supplier under clause 11.3 or if the Buyer reasonably believes that a Force Majeure Event has occurred that will or may prevent the timely performance of the Supplier's obligations under the Contract, the Buyer may immediately, on written notice to the Supplier, cancel its Order under the Contract in respect of some or all of the Services and/or Deliverables. If the Order is cancelled in whole the Contract will immediately terminate pursuant to this clause 11.4 and for any Order cancelled in part the Contract shall remain in force in respect of such part of the Services and/or Deliverables that have not been cancelled pursuant to this clause 11.4.

11.5 In the event of cancellation pursuant to clause 11.4:

11.5.1 in respect of Services, neither Party will have any other liability to the other in respect of such cancellation; and/or

11.5.2 in respect of Deliverables, the Supplier will repay to the Buyer any amount paid by the Buyer in respect of the cancelled Deliverables before their cancellation and clause 16 (Cancellation of Deliverables) will not apply to any cancellation made under clause 11.4 and neither Party will have any other liability to the other in respect of such cancellation.

## 12. SUPPLY OF INFORMATION AND RIGHTS OF INSPECTION

12.1 The Buyer may, in its absolute discretion and at any time, in respect of Services, before the termination or expiry of the Contract and in respect of Deliverables, before the termination or expiry of the Contract or the Delivery or cancellation of all of the Deliverables (pursuant to clause 16 (Cancellation of Deliverables)) inspect or nominate a Permitted User, a regulatory body, an independent third party or (in respect of Deliverables only) a customer of the Buyer (together for the purposes of this clause 12 "Inspector"), to inspect:

12.1.1 the Supplier's premises where any work related to the Contract is, was or will be carried out, including any tooling or equipment used in connection with the provision of the Services and/or supply of Deliverables;

12.1.2 any processes, procedures, policies, systems or plans used by the Supplier in connection with the provision of the Services and/or supply of Deliverables;

12.1.3 any materials used, or to be used, by the Supplier in connection with the provision of the Services and/or supply of Deliverables;

12.1.4 in respect of Deliverables, the Deliverables themselves, regardless of what stage they are at in the manufacturing, assembly or supply process; and

12.1.5 any financial information of the Supplier, including any annual report, interim accounts or monthly management accounts,

and the Supplier will co-operate to the fullest possible extent with the Buyer to ensure the Buyer or, as applicable, the Inspector is able to conduct and complete such inspections promptly and to the Buyer's satisfaction.

12.2 The Buyer will usually give the Supplier reasonable written notice of its intention to exercise its rights under clause 12.1, however the Buyer retains, at its sole discretion, the right to conduct inspections without prior notice to the Supplier.

12.3 The Supplier will ensure that the Buyer is able to exercise all its rights set out in clause 12.1 and clause 12.2 against a subcontractor or supplier of the Supplier in connection with the Contract.

12.4 If any inspection is required by the Buyer under clause 12.1 as a result of reasonable concerns relating to the Supplier's ability to perform its obligations in accordance with the Contract, the Supplier will be responsible for the costs of the inspection.

12.5 If the Buyer has reasonable grounds for believing the Supplier may be unable to perform its obligations under the Contract, the Buyer may require the Supplier to provide written evidence, to the Buyer's satisfaction, that the Supplier is able to fulfil its obligations under the Contract within thirty (30) days of the Buyer's request.

12.6 In the event that the Supplier comes under, or believes it is about to come under, the Control directly or indirectly of an entity who does not Control the Supplier at the Effective Date, then subject to confidentiality obligations imposed by Law, the Supplier will immediately notify the Buyer with full details of such an entity.

12.7 Any inspections carried out by the Buyer, a Permitted User, a regulatory body or an independent third party in accordance with this clause 12 will not imply an acceptance of the Services or any waiver of the Supplier's obligations under the Contract.

12.8 The Supplier shall, on request, promptly provide the Buyer with any point of origin certifications in relation to any Deliverable or part of any Deliverable.



### 13. SUBCONTRACTORS

- 13.1 The Supplier shall not, without prior written notice to the Buyer, sub-contract, transfer or part with any right or obligation under the Contract nor delegate any of its responsibilities or obligations thereunder, provided always that the Supplier shall be liable for the acts and omissions of the sub-contractor and shall ensure that such sub-contractor's performance and/or delivery in connection with the Contract conforms to the requirements of the Contract ("**Authorised Sub-contractor**"). The Buyer may in its sole discretion and at any time during the term of the Contract, prohibit the use of a sub-contractor by the Supplier and the Supplier shall not utilise such sub-contractor in the performance of the Supplier's obligations under the Contract.
- 13.2 The Supplier shall ensure that any sub-contract agreed between the Supplier and an Authorised Sub-contractor shall be subject to:
- 13.2.1 the Supplier entering in to a legal binding agreement or commitment with the Authorised Sub-contractor that contain clauses that are materially similar to those in the Contract; and
- 13.2.2 each sub-contract containing a term prohibiting the Authorised Sub-contractor from sub-contracting any of its obligations.
- 13.3 The Supplier shall document all instructions given to any Authorised Sub-contractor relating to the processing of Personal Data and shall provide details of such instructions to the Buyer promptly on request.
- 13.4 The Supplier shall, immediately on the Buyer's request, terminate the relevant sub-contract with the Authorised Sub-contractor.
- 13.5 The Supplier hereby indemnifies the Buyer against any Losses that the Buyer sustains as a result of the acts and omissions of an Authorised Sub-contractor.

### 14. WORKFORCE MATTERS

- 14.1 The Supplier shall ensure that all Staff:
- 14.1.1 are in sufficient number, suitably experienced, qualified, skilled and trained to the level expected of a specialist professional providing services similar to the Services or those services required for the performance of the Contract to customers of the same nature as the Buyer, its Affiliates and any Permitted Users and shall ensure that such Staff shall act at all times in a professional manner; and
- 14.1.2 observe and comply with all health and safety rules and regulations and security requirements and other procedures and other regulations (including health, safety and site policies) in force at any relevant Buyer or Permitted User premises.
- 14.2 If the Buyer, its Affiliates, or any Permitted User, reasonably believes that any member of Staff is sub-standard, or shall at any time be dissatisfied for any reason with the performance or behaviour of any person engaged in performing the Services on any of the Buyer's sites or services required for the performance of the Contract, or otherwise unsuitable to perform their obligations in connection with the Contract, the Buyer may, in its absolute discretion, give notice requiring the Supplier to remove any such member of Staff from the provision of the Services or services required for the performance of the Contract. The Supplier shall (at its own cost) promptly arrange for the removal of such Staff from the performance of the Contract and shall within twenty four (24) hours provide a substitute person satisfactory to the Buyer and, as applicable, its Affiliates and/or the Permitted User at no additional cost to the Buyer.
- 14.3 Staff will at all times remain employed or engaged by the Supplier and the Supplier shall meet all employment costs and liabilities in respect of Staff.
- 14.4 If, as a consequence of the termination or expiry of the Contract (whether in whole or in part), the contract or employment or engagement of any person who was engaged (or formerly engaged) in providing the Services (or part of the Services) has effect or is alleged to have such effect, pursuant to the **Transfer Regulations**, as if originally made between the Buyer, any Affiliate of the Buyer, any Permitted User, or any Successor Supplier (as applicable) and any such person, then, the Supplier shall indemnify the Buyer (and shall pay to the Buyer such sums as would, if paid to the relevant Affiliate, Permitted User, or Successor Supplier (as applicable), indemnify the relevant Affiliate, Permitted User, or Successor Supplier (as applicable)) in full against all Losses suffered or incurred by the Buyer, any Affiliate of the Buyer, any Permitted User, and/or any Successor Supplier arising from or in connection with (i) any such employment or engagement, and (ii) any termination of any such employment or engagement.
- 14.5 The Supplier agrees that, in respect of any employees of the Buyer, its Affiliates, or any Permitted User involved in connection with the Contract, the Supplier shall not, during the term of the Contract and for a period of six months after the expiry or termination of the Contract, directly entice such

person away from the Buyer, its Affiliates, or any Permitted User (as applicable) with the intent itself of employing or otherwise engaging such person. This clause 14.5 shall not apply in respect of any personnel who can be shown to have responded to a bona fide published recruitment advertisement without any inducement or encouragement from the Supplier (other than through the advertisement itself).

14.6 The Supplier shall not without the prior consent of the Buyer allow any person on to any of the Buyer's sites other than those persons directly engaged in performing the Services or services required for the performance of the Contract.

## 15. INFORMATION SECURITY

15.1 For the purposes of this clause 15, "**Rolls-Royce Supplier Baseline Cyber Security Standard**" and "**Rolls-Royce Supplier Enhanced Cyber Security Standard**" mean the Buyer's information security requirements as amended or replaced from time to time by the Buyer and as set out on the Global Supplier Portal.

15.2 The Supplier shall and shall procure that any Authorised Sub-contractor(s) shall implement, follow and maintain the security controls set out in the Rolls-Royce Supplier Baseline Cyber Security Standard. If so requested by the Buyer (in its sole discretion), the Supplier shall and shall procure that any Authorised Sub-contractor(s) implement, follow and maintain enhanced security controls as set out in the Rolls-Royce Supplier Enhanced Cyber Security Standards.

15.3 If the Supplier is unable to comply with any security measures contained in the Rolls-Royce Supplier Baseline Cyber Security Standard or the Rolls-Royce Supplier Enhanced Cyber Security Standard, as applicable, it will immediately notify the Buyer. Unless otherwise directed by the Buyer, the Supplier will provide the Buyer with a remediation plan within thirty (30) days from the date of entering in to the Contract and the parties will agree in good faith the remedial actions required.

15.4 The Supplier agrees to complete all remedial actions agreed pursuant to clause 15.3, to the Buyer's reasonable satisfaction within six (6) months from the date of entering in to the Contract.

15.5 The Supplier shall (and shall procure that any Authorised Sub-contractor shall) if so requested by the Buyer on reasonable notice and no more than once per annum, submit to periodic formal security reviews conducted by the Buyer (or by the Supplier on any Authorised Sub-contractor) to ensure compliance with the Rolls-Royce Supplier Baseline Cyber Security Standard or the Rolls-Royce Supplier Enhanced Cyber Security Standard, as applicable. If the security review identifies any non-compliance by the Supplier (or of any Authorised Sub-contractor) of the Rolls-Royce Supplier Baseline Cyber Security Standard or the Rolls-Royce Supplier Enhanced Cyber Security Standard (as applicable), the Parties shall agree in good faith the remedial actions required and the timelines for completion of such remedial actions

15.6 In the event of failure by the Supplier to complete the remedial actions in accordance with clause 15.4 and any agreed timelines pursuant to clause 15.5, the Buyer, in its sole discretion, may either agree to an extension for completion of the remedial actions or immediately terminate the Contract by written notice to the Supplier.

## 16. CANCELLATION OF DELIVERABLES

16.1 Provided the Deliverables have not yet been delivered to the Buyer, the Buyer may at any time, on written notice (including emailed notice pursuant to clause 26.3.3) to the Supplier, cancel its Order under the Contract in respect of some or all of the Deliverables ("**Cancelled Deliverables**"), after which the Supplier will immediately stop all work in respect of such Cancelled Deliverables and will ensure that its Authorised Sub-contractors and suppliers immediately stop all work in respect of such Cancelled Deliverables.

16.2 Subject to clause 16.3, if the Buyer exercises its right to cancel under clause 16.1 above, the Supplier will repay to the Buyer any payment made in respect of the Cancelled Deliverables and the Buyer will pay to the Supplier in full and final satisfaction of all claims arising out of such cancellation any costs of any work-in-progress that the Supplier can prove it has reasonably and properly incurred in respect of the Cancelled Deliverables up to the date on which the Buyer notified the Supplier of its intention to cancel the Deliverables, provided that the total amount payable by the Buyer to the Supplier under this clause 16.2 will in no circumstances exceed the total price of the Cancelled Deliverables.

16.3 The Supplier must submit its full claim under clause 16.2 to the Buyer within 60 (sixty) days of the date on which the Buyer notified the Supplier of its intention to cancel some, or all, of the Deliverables pursuant to clause 16.1. If the Supplier fails to submit its full claim under clause 16.2 within such 60 (sixty) day period, the Supplier's right to make such a claim will lapse and the Buyer will have no further liability to the Supplier arising out of the relevant cancellation.

16.4 If the Buyer has exercised its right under clause 16.1, the Buyer reserves the right to, at its sole discretion, require the Supplier to deliver to the Buyer all work-in-progress and any material purchased by the Supplier, in connection with the Cancelled Deliverables.

## 17. TERMINATION

17.1 The Buyer may, without prejudice to its other rights or remedies under the Contract terminate the Contract in whole or in part:

17.1.1 immediately on written notice to the Supplier, without liability to the Supplier, if:

- (a) the Supplier suffers an Insolvency Event;
- (b) the Supplier ceases or threatens to cease to carry on its business;
- (c) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Buyer the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (d) the Supplier becomes an Affiliate of a Competitor;
- (e) the Supplier breaches clauses 5.3, 12.1, 18 (Confidentiality), 21 (Compliance with Law and Data Protection) or clause 23 (Ethics);
- (f) any representation or warranty made by the Supplier in clause 3.1 is or becomes incorrect;
- (g) in respect of any other agreement between the Buyer or any Affiliate of the Buyer and the Supplier or an Affiliate of the Supplier, the Buyer or an Affiliate of the Buyer has a right to terminate such agreement following a breach by the Supplier or an Affiliate of the Supplier's (or its Affiliate's) obligations under such agreement;
- (h) the Supplier breaches any other clause of the Contract and (in the case of a breach that is remediable) does not remedy such breach within thirty (30) days of receiving from the Buyer written notice of the breach and a request to remedy the breach;
- (i) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier; or
- (j) for convenience at any time for any reason whatsoever.

17.1.2 immediately on written notice pursuant to clauses 6.3.3, 9.4, 11.4, 15.6 and 23.4; or

17.1.3 as otherwise set out in an Order.

17.2 On termination of the Contract, for whatever reason, the Supplier shall:

17.2.1 promptly return to the Buyer or at the Buyer's request destroy (and the Supplier shall provide written certification of such destruction) all Information relating to the Contract and all copies thereof and all other materials, data, information, documentation and the like (including such materials which are electronically stored) which have been provided, used or processed or created by or on behalf of the Buyer in respect of the Contract;

17.2.2 immediately cease processing any Personal Data; and

17.2.3 in respect of Services, provide all assistance as the Buyer may reasonably require to ensure an orderly transition of the Services to the Buyer or any Successor Supplier.

17.3 On termination in accordance with clauses 17.1 or 17.2, the Supplier will, if required by the Buyer to do so, promptly provide the Buyer (and any Permitted User and/or a third party engaged by the Buyer to complete the Deliverables (for the purposes of this clause 17.3 only, together the "**Users**") with and licence the Buyer (and any Users) to use, or ensure that the Buyer (and any Users) is promptly provided with and the Buyer (and any Users) is (or are) licensed to use, all such designs, documentation, IPR and information as may be necessary to enable the Buyer (and any Users) to provide the Services itself, or have a third party provide the Services and/or complete the Deliverables, over the period of time the Supplier would have performed the Services and/or completed the Deliverables if the Contract had been performed as originally intended by the Parties. Subject to clause 20 (Intellectual Property Rights), the Buyer (and any Users) will have no right to use such designs, documentation and information provided under this clause 17.3 for any purpose other than providing the Services and/or completing the Deliverables and/or having a third party provide the Services and/or complete the Deliverables.

17.4 The Supplier may terminate the Contract in the following circumstances only and any right the Supplier may otherwise have to terminate or cancel the Contract at common law (including by acceptance of repudiation by the Buyer) is hereby excluded:

17.4.1 if the Buyer suffers an Insolvency Event; or

17.4.2 if the Buyer is in breach of any obligation to make any payment under the Contract and such breach continues for a period of 90 (ninety) days from the date that the Buyer received a written notice from the Supplier notifying the Buyer that the payment was overdue, provided that the amount of the payment is not in dispute between the Parties.

## 18. CONFIDENTIALITY

18.1 Subject to clause 18.2, each Party agrees to hold in confidence any Information that it acquires directly or indirectly from the other Party (or the Affiliates of the other Party) and agrees;

18.1.1 to protect the Information with the same degree of care used to protect its own Information (which will never be less than a reasonable degree of care);

18.1.2 not to use the Information other than for the purposes of the Contract;

18.1.3 not to disclose the Information at any time or to any third party without the written approval of the other Party; and

18.1.4 not to remove, alter or deface any proprietary, confidentiality or security designations denoted on the Information.

18.2 The provisions of clause 18.1:

18.2.1 do not apply to Information which is:

(a) already in the public domain;

(b) received from a third party who is without an obligation of non-disclosure;

(c) subject to compliance with clause 18.4 below, required to be produced by a legitimate legal authority; or

(d) already known (without any obligation of confidentiality) by the receiving Party at the time of receipt;

18.2.2 will not prevent either Party from disclosing the Contract and financial information concerning the business between the Parties to appointed auditors, legal advisers, insurers, accountants and in respect of the Buyer, to any relevant Government(s);

18.2.3 will not prevent the Buyer from disclosing Information to its suppliers and sub-contractors solely to the extent necessary for the purposes of using the Services and/or the Deliverables (as applicable) and/or exercising its rights and performing its obligations under the Contract;

18.2.4 will not prevent the Supplier from disclosing Information to its Authorised Sub-Contractors solely to the extent necessary for the purposes of providing the Services and/or supplying the Deliverables (as applicable);

18.2.5 will not prevent the Buyer from disclosing Information to its Affiliates and/or Permitted Users; and

18.2.6 will not prevent the Buyer from disclosing Information protected by the Supplier's IPR, if and to the extent that it is entitled to sublicense the use of such IPR.

18.3 Each Party will be responsible for the observance of the provisions of this clause 18 by its employees or any other third parties to whom Information is disclosed in accordance with this clause 18.

18.4 If the Party receiving the Information (the "**Receiving Party**") believes it is required by Law to disclose any Information to any third party:

18.4.1 such Party will provide the Party disclosing the Information (the "**Disclosing Party**") with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief or obligation) to enable the Disclosing Party to seek appropriate protective relief and/or to take steps to resist or narrow the scope of any required disclosure; and

18.4.2 the Receiving Party must co-operate with the Disclosing Party with respect to such matters and will in any event disclose only such Information as it has ascertained, after taking legal advice, it is compelled by Law to disclose, and will use all reasonable endeavours to ensure that all Information so disclosed is accorded confidential treatment on materially similar confidentiality terms as contained in the Contract. The Receiving Party will always notify the Disclosing Party in writing of the means, content and timing of such a disclosure before such a disclosure is made.

18.5 The purpose of this clause 18, Buyer shall be deemed to be the Disclosing Party, and the Supplier to be the Receiving Party of any Information that constitutes Foreground IP.

## 19. GOVERNMENT FLOW DOWNS

The Supplier acknowledges that the Buyer and its Affiliates (from time to time) has customers including governmental or other public bodies which may require, pursuant to their agreements and arrangements with the Buyer and/or a Buyer Affiliate, that the Buyer and/or a Buyer Affiliate complies with terms, conditions, restrictions and other obligations. The Supplier shall comply with any such terms provided to it from time to time.

## 20. INTELLECTUAL PROPERTY RIGHTS

20.1 Subject to clause 20.2, neither Party will acquire any title, right or interest in or to any IPR belonging to or licensed to the other Party or developed by the other Party.

20.2 All IPR created as a result of work undertaken under or in connection with the Contract by the Supplier, its suppliers, subcontractors or agents, including any IPR in any new technologies, products, processes, reports, diagrams, documentation, business methods or methods of manufacture ("**Foreground IP**") together with any Enforcement Rights will vest in and become the absolute property of the Buyer. The Supplier will transfer, or will ensure the transfer of, any Foreground IP to the Buyer with full title guarantee and the Supplier will:

20.2.1 take all necessary actions, or will ensure that the necessary actions are taken, (including signing any documents) to ensure that such Foreground IP vests in full with the Buyer immediately on creation;

20.2.2 ensure that its and its suppliers' employees and contractors waive any moral rights in or relating to any works to which such Foreground IP relates and will on request provide the Buyer with written evidence of such waiver; and

20.2.3 take any steps reasonably required by the Buyer to enable the Buyer to register its ownership or such Foreground IP.

20.3 The Supplier will not use, exploit, develop, transfer or licence any Foreground IP or any other IPR belonging to, or provided to the Supplier by, the Buyer and any Affiliate of the Buyer for any purpose other than fulfilling its obligations to the Buyer under this Contract.

20.4 The Buyer hereby grants to the Supplier a non-exclusive, royalty-free, non-transferrable, non-sub-licensable licence to use, for the sole purpose of and to the extent necessary for performing the Contract, any of the Buyer's IPR that the Buyer discloses or makes available for such purpose.

20.5 The Supplier hereby grants to the Buyer a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, freely sub-licensable licence to use any IPR owned by the Supplier or licensed to the Supplier on terms permitting the grant of this licence for the purpose of possessing, using, distributing, copying, exploiting, developing, repairing or selling the Deliverables and/or the Service Outputs.

20.6 The Supplier will indemnify the Buyer in full against any loss suffered by the Buyer as a result of a third party allegation or claim that the possession, use, exploitation, development, sale or repair of the Deliverables and/or Service Outputs infringes such a third party's IPR (an "**IPR Claim**"). This clause 20.6 will not apply where the IPR Claim is the direct and unavoidable result of the Supplier using IPR that was provided to the Supplier by the Buyer or any Affiliate of the Buyer and that the Buyer required the Supplier to use in the performance of the Contract.

20.7 In addition to the indemnity set out at clause 20.6 above, if there is an IPR Claim or if the Buyer reasonably suspects that there will be an IPR Claim and notifies the Supplier in writing thereof, the Supplier will obtain for the Buyer a worldwide, non-exclusive, royalty-free, irrevocable, sub-licensable and perpetual licence to possess, use, exploit, develop, sell or repair the Deliverables and/or Service Outputs (or any part thereof) (and in respect of Deliverables to manufacture or have manufactured the Deliverables) which are the subject of the IPR Claim or, at the Buyer's sole discretion, replace such Deliverables and/or Service Outputs with a substantially equivalent non-infringing Deliverables or Service Outputs.

## 21. COMPLIANCE WITH LAW AND DATA PROTECTION

21.1 The Supplier will, at all times:

21.1.1 obtain, maintain and observe all regulatory approvals applicable in connection with the supply of the Services and/or the Deliverables;

21.1.2 comply with all applicable Laws, including those relating to and governing:

- (a) export control (including in particular the United States International Traffic in Arms Regulations (“**ITAR**”) and the Export Administration Regulations (“**EAR**”));
- (b) employment;
- (c) health and safety (including the Health and Safety at Work Act 1974);
- (d) environmental protection;
- (e) the disposal of any waste;
- (f) any materials, chemicals or processes used in connection with the provision of the Services and/or supply of the Deliverables (including Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorisation and restriction of chemicals (“**REACH**”) and any other applicable chemical legislation;
- (g) Data Privacy Laws; and
- (h) ABC Laws;

21.1.3 notify the Buyer of any restrictions or provisos:

- (a) that exist in respect of any regulatory approvals granted in connection with the provision of the Services and/or the supply of the Deliverables;
  - (b) that exist under any Law; or
- confirm in writing that no such restrictions apply; and

21.1.4 provide the Buyer with any information reasonably requested by the Buyer and any information which it knows or should know that the Buyer will or may need in order to comply with or manage its obligations under any Laws.

21.2 Any Services provided and/or any Deliverables supplied or installed under the Contract shall be so formulated, designed, constructed, finished, packaged and performed so as to be safe and without risk to health and all Deliverables will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.

21.3 The Supplier agrees before Delivery to furnish the Buyer in writing with a list, by name and description, of any harmful or potentially harmful properties or ingredients in the Deliverables whether in use or otherwise and following Delivery to notify the Buyer of any changes in such properties or ingredients.

21.4 The Supplier represents and warrants that any information provided by the Supplier in accordance with clause 21.3 will be true and accurate in all respects and the Supplier hereby acknowledges that the Buyer will rely on the such information to satisfy its own obligations under the Health and Safety at Work Act 1974 (as extended, applied, replaced or amended and in force from time to time) and any other Laws.

21.5 The Supplier shall, and shall procure that all its officers, employees, subcontractors (including any Authorised Sub-contractors) and agents shall:

- 21.5.1 comply with the Modern Slavery Act 2015 and, without limiting the generality of this clause 21.5, only employ individuals whose presence is voluntary and not use forced, indentured, involuntary, prison, or uncompensated labour under any circumstances; and
- 21.5.2 ensure that its employees and other personnel have the right to work in the territories appropriate to their engagement and comply with applicable government guidance on appropriate right to work checks.

- 21.6 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees, subcontractors (including Authorised Sub-contractors) and agents:
- 21.6.1 has been convicted of any offence involving slavery and human trafficking; and
  - 21.6.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 21.7 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors (including Authorised Sub-contractors) and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 21.8 The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 21.9 If a Service and/or Deliverable or any information provided, or to be provided, by (or on behalf of) the Supplier to the Buyer under the Contract is subject to export control, including in particular, ITAR or EAR, the Supplier must clearly mark such Deliverable or information or identify such Service (by notification to the Buyer) (as applicable) as being restricted and must, as soon as possible after the Effective Date, provide the Buyer with all relevant details, including: (i) whether the Deliverable, information or Service is of a military or dual-use; (ii) the export control classification(s) of the item(s); (iii) which export control law(s) the Deliverable, information or Service is restricted under; (iv) a full description of the Service and/or Deliverable and/or information concerned; (v) full details of any applicable export licence or technical assistance agreement; (vi) details of any authorised end-users; (vii) full details of any applicable restriction or proviso; and (viii) any other information requested by the Buyer.
- 21.10 Each Party warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Deliverables which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Deliverables.
- 21.11 For the purposes of clauses 21.11 to 21.14, references to:
- 21.11.1 **"Declarable Substance"** means any substance for which information is requested by the Buyer; and
  - 21.11.2 **"Article"** means any Deliverable that falls within the definition of an "article" under the EU REACH regulation (EC) No 1907/2006.
- 21.12 Where required in accordance with Laws in a particular destination country, the Supplier will prior to or at the time of any shipment of Deliverables, submit to the Buyer safety data sheets prepared in the official language of the destination countries and in accordance with the Laws applicable in those countries.
- 21.13 The Supplier will provide the Buyer with all information necessary to ensure the use of the Deliverables will not cause harm to health, safety or the environment, such information to include information on safe usage, storage, transportation and disposal and any applicable labelling in the official language of the destination countries and other information required by the Laws applicable to the Deliverables or any substances contained in a Deliverable in the country of destination.
- 21.14 In respect of Articles and where reasonably requested by the Buyer, the Supplier will promptly furnish to the Buyer information relating to the Articles in such form and detail as the Buyer may direct including:
- 21.14.1 a list of all Declarable Substances in the Deliverables;
  - 21.14.2 a list of all Declarable Substances used in the manufacturing process of the Deliverables, to include those relied on for manufacture or processing of its constituents;
  - 21.14.3 information concerning any changes in or additions to such Declarable Substances in the Deliverables or manufacturing process of the Deliverable; and
  - 21.14.4 confirmation that the presence of a substance in the Deliverable or use of a substance in the manufacturing process of the Deliverable, is in compliance with any applicable Laws in the country of origin of the Deliverable and the country of destination.
- 21.15 Notwithstanding clause 13.1, the Supplier shall ensure that all persons associated with the Supplier or other persons who are performing services or providing goods in connection with this Contract (including any Authorised Sub-contractors) comply with this Clause 21.

- 21.16 The Supplier agrees that the Buyer will be under no duty to reimburse or compensate the Supplier for any increased costs incurred by the Supplier as a result of any changes in Law that occur.
- 21.17 Each Party acknowledges that either Party may collect and Process Personal Data about the other Party and its employees, directors, officers and other individual representatives as is necessary in connection with the performance of such Party's rights and obligations under the Contract, for the duration of the Contract and for the nature and purposes specified in, and otherwise as described in, that Party's data privacy policy and that this may include:
- 22.17.1 the collection of Personal Data directly from the other Party or the relevant individual representative or indirectly from monitoring devices or by other means (e.g. telephone logs, closed circuit TV and door entry systems); and
  - 22.17.2 the transfer of Personal Data worldwide within that Party's organisation (including to its Affiliates) subject to adequate safeguards being in place in accordance with the Data Privacy Laws.
- 21.18 The Parties do not envisage that either Party will, in connection with the Contract, Process (as Processor) Personal Data on behalf of the other Party. If either Party suspects that it will or is Processing Personal Data on behalf of the other Party, the Parties shall without delay amend the Contract to include the necessary provisions as is required by Data Privacy Laws.
- 21.19 For the purpose of clauses 21.17 and 21.18, "**Data Controller**", "**Data Processor**", "**Personal Data**", "**Supervisory Authority**" and "**Data Subject**" shall have the meanings ascribed under the Regulation.

## 22. **OFFSET**

- 22.1 The Supplier agrees that the Buyer's decision to enter in to the Contract involves consideration of the potential for such work to count towards any current or future Offset obligations whether in the Supplier's country of incorporation or elsewhere in the world.
- 22.2 The Buyer may include within an Offset arrangement, in whole or in part, the value of business to which the Contract applies. On the Buyer's request the Supplier will support any submission(s) the Buyer may make in this respect.
- 22.3 On the Buyer's request the Supplier will enter into good faith discussions with the Buyer to source work with technically competent suppliers of materials, capital goods and/or services in support of work that is the subject of the Contract, in countries that the Buyer or any Buyer Affiliate has Offset requirements, the sourcing of which will not incur a further cost increase unless previously agreed by the Buyer in writing.
- 22.4 Without prejudice to the other rights and obligations in this clause 22, on the Buyer's request the Supplier shall enter into good faith discussions with the Buyer as to whether it can support the Buyer in countries where the Buyer or the Buyer's Affiliates have or may have Offset requirements by entering in to an agreement with the Buyer that would allow the Buyer to capture and use for its own (or the Buyer Affiliates) purposes Offset benefits that may be available as a result of the Supplier's operations and/or purchases. As part of the foregoing, the Seller shall provide the Buyer with a written summary of the countries from which it operates and/or purchases goods and/or services not the subject of the Contract (such summary to be promptly updated at intervals reasonably requested by the Buyer).

## 23. **ETHICS**

- 23.1 The Supplier represents, warrants and undertakes to the Buyer that the Supplier and its Affiliates and any of their respective directors, employees, representatives and any other person acting on the Supplier or its Affiliates' behalf:
- 23.1.1 has not and will not engage, in any conduct which was or would be an offence under any of the ABC Laws (whether or not the Supplier or its Affiliates are subject to that ABC Law); and
  - 23.1.2 has not and will not do anything, that may put the Buyer or any of its Affiliates in breach of any of the ABC Laws.
- 23.2 The Supplier represents, warrants and undertakes to the Buyer that the Supplier and its Affiliates and any of their respective directors, employees, representatives and any other person acting on the Supplier or its Affiliates' behalf have not authorised, offered, promised, paid or otherwise given nor will authorise, offer, promise, pay or otherwise give, any Inappropriate Inducement.
- 23.3 The Supplier agrees not to:
- 23.3.1 act in breach of any duty of confidentiality owed to any third party in the course of performing its obligations under the Contract; and/or



- 23.3.2 offer or provide any Prohibited Information, whether specifically related to the subject matter of the Contract or otherwise.
- 23.4 Notwithstanding any other provision contained in the Contract, the Buyer may, without prejudice to any of its rights under law, contract or equity, terminate the Contract immediately by written notice if the Supplier is in breach of clauses 23.1, 23.2 and 23.3, or if, at any time, the representations, warranties and undertakings given by the Supplier in clauses 23.1 and 23.2 would not be true and accurate in all respects.
- 23.5 The Supplier will comply in full with, and acknowledges receipt of, the Buyer's Global Supplier Code of Conduct.
- 23.6 Notwithstanding any other provision contained in the Contract, any money due from the Buyer to the Supplier under the Contract, or in relation to its subject matter, will not be payable if the Supplier has committed any actual or alleged breach of clauses 23.1, 23.2 and 23.3 and in the event of an alleged breach, payment will only be payable once the Buyer has concluded that there has been no actual breach of clauses 23.1, 23.2 and 23.3.
- 23.7 The Supplier represents, warrants, undertakes to the Buyer that neither it nor its Affiliates, directors, officers, employees, representatives or any other person acting on its or their behalf, in respect of the Contract has or will:
- 23.7.1 undertake any action or activity; or
- 23.7.2 refrain from any action or activity,
- where doing so is or was intended directly or indirectly to facilitate any offence of tax evasion.

## 24. **INSURANCE**

- 24.1 The Supplier shall at its own expense and shall procure that any Authorised Sub-contractors shall at their own expense, and for the duration of the Contract procure adequate policies of insurance with a reputable insurance company in respect of the Supplier's relevant potential liabilities arising out of or in connection with the Contract and at a minimum:
- 24.1.1 workers compensation, employer's liability and/or any other similar social insurance;
- 24.1.2 public and products liability insurance;
- 24.1.3 professional liability; and
- 24.1.4 crime and fidelity insurance,
- each with a limit of at least £5,000,000 (five million pounds sterling) per incident (or series of connected incidents).
- 24.2 The Supplier shall produce to the Buyer on request such evidence as the Buyer may reasonably request to demonstrate that the insurance required in clause 24.1 has been procured and maintained in force in accordance with clause 24.1.

## 25. **AUDIT**

- 25.1 The Supplier shall, and shall ensure that its Authorised Sub-contractors shall, maintain and make available to the Buyer complete auditable records related to its performance of the Services and/or supply of the Deliverables and compliance with its obligations under the Contract in order for the Buyer to verify:
- 25.1.1 the accuracy of the charges and invoices;
- 25.1.2 the Supplier's conformance to the terms of the Contract;
- 25.1.3 the Supplier's policies and the Supplier's compliance with applicable Buyer policies and training requirements; and
- 25.1.4 the Supplier's risk management and monitoring activities with respect to any Authorised Sub-contractors.
- 25.2 During the term of the Contract and for the period thereafter that the Supplier is required to maintain records hereunder, the Supplier shall, and shall cause its Authorised Sub-contractors to provide to the Buyer, its auditors (internal and external), inspectors, regulatory authorities and other applicable entities as the Buyer may from time to time designate in writing, access at all reasonable times (and in the case of regulators at any time required by

such regulators) to any facility or part of a facility at which either the Supplier or any Authorised Sub-contractor is providing the Deliverables and/or the Services, to Supplier personnel, and to data, records, systems and applications relating to the Services and/or Deliverables, for the purpose of performing audits and inspections related to this clause 25.

## 26. COMMUNICATIONS

- 26.1 All communications under the Contract must be in writing entirely in the English language.
- 26.2 All notices under the Contract must be delivered by hand, by commercial courier, by registered or certified post or by e-mail to the address or e-mail address (if applicable) of the relevant Party and for the attention of the person or office set out and specified in the Order or, in the absence of any person or office being specified in the Order, for the attention of the company secretary or equivalent person in charge of legal compliance.
- 26.3 Any notice will be deemed received if:
- 26.3.1 delivered by hand, at the time of delivery;
  - 26.3.2 delivered by commercial courier or registered or certified post, at the date and time of signature provided that if delivery occurs after 6p.m. or on a day which is not a Working Day at the recipient's location, the notice will be deemed received at 9a.m. on the following Working Day; or
  - 26.3.3 delivered by email, at the time of sending the e-mail provided notification of a successful and complete transmission is obtained.
- 26.4 Notice delivered by fax will not be effective.
- 26.5 Either Party may change its notice details by giving at least seven (7) days' notice to the other Party.

## 27. CONFLICT

- 27.1 If there is a conflict of provisions, the following order of precedence will apply:
- 27.1.1 any provisions referenced to or contained in the Order that are stated in the Order to derive from a contract with a Government;
  - 27.1.2 any other provisions expressly set out in the Order;
  - 27.1.3 these GCP; and
  - 27.1.4 any other document specifically referred to in the Order as applying to the Contract.

## 28. ASSIGNMENT

- 28.1 The Contract is personal to the Supplier and the Supplier shall not assign or delegate responsibility for or otherwise transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its rights and obligations under the Contract.
- 28.2 The Buyer may assign the Contract or any part thereof to any person.

## 29. MISCELLANEOUS

- 29.1 Each Party agrees from time to time to promptly do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by Law to carry out and effect the intent and purpose of the Contract.
- 29.2 The rights of each Party may be exercised as often as needed, are cumulative and apply in addition to its rights under Law and may be waived only in writing and specifically. Not exercising, or a delay in exercising, any right is not (and will not be deemed to be) a waiver of that right.
- 29.3 If any provision of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction in relation to either Party, that will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.
- 29.4 The Contract may be varied only by a written agreement between the Parties, signed by a duly authorised representative, that expressly states that it is intended to act as an amendment to the Contract.

- 29.5 The Buyer may at any time make changes in writing relating to the Contract including changes to the Specifications, the method of shipment, quantities, packing or time or place of delivery or performance. If such changes result in a significant increase in cost of, or time required for the performance of the Contract the Parties shall agree in good faith (and in accordance with clause 29.4) any adjustments required to the price, timetable for the performance of the Services and/or Delivery of the Deliverables.
- 29.6 The Supplier acknowledges and agrees that the Buyer may require the Supplier to perform the Services for, or supply the Deliverables to an Affiliate of the Buyer and the Supplier acknowledges that if any Losses are suffered by an Affiliate of the Buyer as a result of the Buyer exercising its rights under this clause 29.6 then such Losses shall be treated as if they had been suffered or incurred by the Buyer. Accordingly, the Buyer shall be able to recover from the Supplier any Losses suffered by the Affiliate of the Buyer subject to there being no double recovery of the same Losses by the Affiliate of the Buyer.
- 29.7 The Buyer may perform any of its obligations and may exercise any of its rights under the Contract either itself or through an Affiliate.
- 29.8 Each Affiliate and Permitted User of the Buyer shall be entitled to benefit from and enforce all or any of the provisions of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, in the event that the Buyer and the Supplier agree to rescind, vary or terminate the Contract for any reason the consent of any Affiliate shall not be required and no person who is not a party to the Contract shall have the right to enforce any term of the Contract.
- 29.9 Nothing in the Contract will:
- 29.9.1 constitute a partnership or joint venture between the Parties;
  - 29.9.2 constitute either Party the agent of the other Party; or
  - 29.9.3 create any fiduciary obligations between the Parties.
- 29.10 Neither Party will:
- 29.10.1 represent itself as the agent or partner of the other Party; or
  - 29.10.2 do anything (or omit to do anything) which might result in any person believing that such Party has the authority to contract or enter into commitments on behalf of, or in the name of, the other Party.
- 29.11 The Parties each irrevocably and generally consent to the issue of any process or the giving of any relief in connection with any claim brought against it, including the making, enforcement or execution of any order or judgment against any of its property or assets (regardless of their use or intended use).
- 29.12 If a Party or any of its property or assets is or are entitled in any jurisdiction to any immunity from service of process or of other documents relating to any proceedings or to immunity from jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of enforcement, or otherwise) or other legal process, that Party irrevocably waives such immunity to the fullest extent permissible under the law of that jurisdiction. Each Party also irrevocably agrees not to claim any such immunity for itself or its property or assets.
- 29.13 The Contract constitutes the entire agreement between the Parties with respect to the Services and/or the Deliverables. Neither Party has placed any reliance on any representations made by the other Party before entering in to the Contract, whether orally or in writing, relating to the provision of the Services and/or supply of the Deliverables other than those expressly incorporated in or set out in the Contract, which has been negotiated on the basis that its provisions represent their entire agreement relating to the Services and/or the Deliverables and supersede all such representations. This clause 29.13 does not apply to any representation made fraudulently.
- 29.14 All rights and remedies exercisable by the Buyer in accordance with the Contract will, unless otherwise expressly specified in the Contract, be without prejudice to any other rights and remedies of the Buyer, whether contained in, or deriving from, the Contract or not.

### 30. ONGOING OBLIGATIONS

Clauses 1 (Interpretation), 2 (Applicability), 6.6, 7.3, 8 (Quality) (in relation to record-keeping and traceability requirements), 9 (Remedy for Defects), 10 (Indemnity), 13 (Subcontractors), 18 (Confidentiality), 20 (Intellectual Property Rights), 21 (Compliance with Law and Data Protection), 22 (Offset), 23 (Ethics), 24 (Insurance), 25 (Audit), 27 (Conflict), 29.2, 29.3, 29.8, 29.9, 29.11, 29.13, 30 (Ongoing Obligations), 31 (Publicity) and 32 (Law and Jurisdiction) of the Contract together with all other provisions of these GCP that either expressly or by implication continues in force, will survive the termination or expiry of the Contract and such provisions will continue in full force and effect.

**31. PUBLICITY**

The Parties will not and will procure that none of their Affiliates and in the case of the Supplier any Authorised Sub-contractors, disclose the existence of the Contract during its term or at any time following its expiry or termination in any journal, magazine or publication or any other medium or otherwise use the other Party's trademark, trade name or logo in any of its advertising or publicity material without the other Party's prior written consent.

**32. LAW AND JURISDICTION**

32.1 The Contract and any non-contractual obligations arising out of or in relation to the Contract, shall be governed by and construed in accordance with the laws of England.

32.2 The United Nations Convention for International Sale of Goods dated April 11<sup>th</sup> 1980 will not apply to the Contract.

32.3 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract, the legal relationships created by it, and any non-contractual obligations arising out of or in relation to it, and the Supplier submits to the exclusive jurisdiction of the English courts with respect to such disputes.

32.4 If the Supplier is not incorporated in the United Kingdom, the Supplier will provide the name and contact details of its process agent under the Contract for service of process in any proceedings before the English courts. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Supplier will immediately appoint another agent on terms acceptable to the Buyer. Failing this, the Buyer may appoint another agent for this purpose. The Supplier agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. The Parties agree that this clause 32 shall not affect any other method of service allowed by Law.

32.5 Nothing in this clause 32 limits the right of the Buyer to take legal action under the Contract or any Contract in any other courts with jurisdiction. To the extent allowed by Law, the Buyer may take:

32.5.1 proceedings in any other court; and

32.5.2 concurrent proceedings in any number of jurisdictions.

32.6 Each Party:

32.6.1 waives any objection to the courts of England on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Contract;

32.6.2 agrees that a judgment or order of a court of England in connection with the Contract will be binding on it and may be enforced against it in the courts of any other jurisdiction; and

32.6.3 represents and warrants that is subject to civil and commercial Law with respect to its obligations under the Contract.

## SCHEDULE 1: INTERPRETATION

### 1. INTERPRETATION

#### 1.1 Definitions

“**ABC Laws**” means the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended, and any other laws relating to anti-bribery and corruption matters applicable to the subject matter of the Contract.

“**Affiliates**” means as to any person, any other person that is in Control of, is Controlled by, or is under common Control with, such person.

“**Associated Person**” means, in relation to a company, a person (including any director, officer, employee, agent or other intermediary) who performs services for or on behalf of that company (in each case when performing such services or acting in such capacity).

“**Authorised Subcontractor**” shall have the meaning given to it in clause 13.1 (Sub-contractors).

“**Base Rate**” means for the period 1<sup>st</sup> January to 30<sup>th</sup> June, the Bank of England base rate at the close of business on 31<sup>st</sup> December of the previous year and, for the period 1<sup>st</sup> July to 31<sup>st</sup> December, the Bank of England base rate at the close of business on 30<sup>th</sup> June the same year.

“**Buyer**” means the legal entity that issues the Order to the Supplier.

“**Buyer Property**” means all materials, equipment, tools, drawings, Specifications, property, data, including Personal Data of the Buyer, Affiliate of the Buyer or a nominee provided, loaned, bailed, consigned or supplied to the Supplier by or on behalf of the Buyer and/or Affiliate of the Buyer in connection with the Contract.

“**Cancelled Deliverables**” shall have the meaning given to it in clause 16.1.

“**Competitor**” means any entity, or any Affiliate of an entity, that offers or supplies goods or services in competition with any goods or services offered or supplied by the Buyer or any Affiliate of the Buyer.

“**Contract**” means the legally binding contract between the Buyer and the Supplier for the provision of Services and/or supply of the Deliverables in accordance with these GCP in the form of an Order, comprising these GCP, the Specification (if applicable), the Order and any other documentation and/or terms and conditions specifically referred to in the Order.

“**Control**” means the power, directly or indirectly to: (a) vote more than fifty percent (50%) of the securities having ordinary voting power of that person at a general meeting of that person; or (b) appoint or remove more than fifty percent (50%) of the directors (or persons performing similar functions) of such person; or (c) direct or cause the direction of the management and policies of such person, whether by contract or otherwise; and “Controls” and “Controlled” will be interpreted accordingly.

“**Data Privacy Laws**” means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, the Regulation, the Data Protection Act 2018 and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s).

“**Defect**” means a Deliverable that does not conform to the warranties and representations in clause 3.2.2.

“**Deliverables**” means those products or goods that the Supplier has agreed to supply to the Buyer as specified in the Order.

“**Delivery**” means the physical delivery of a Deliverable to the Buyer in accordance with clause 5.2 and “**Deliver**” shall be construed accordingly.

“**DDP**” shall have the meaning given to it in clause 5.2.1;

“**Effective Date**” means the date the Contract was entered into by the Parties.

**“Enforcement Rights”** means the right to sue for damages and other remedies for any infringement of IPR (irrespective of when it occurred) for the full duration of such IPR, including all renewals, revivals, re-issues, divisions, continuations or extensions.

**“Force Majeure Event”** means an event or sequence of events that directly prevent that Party from performing its obligation(s) under the Contract that are: (a) unforeseeable at the time of the Parties entered into the Contract and; (b) beyond the reasonable control and prevention of the affected Party, including acts of God, the refusal of any government to grant a necessary export licence or the withdrawal or suspension of such licence, any other government or other legal or regulatory authority action or inaction, fires, collapse of buildings, floods, wars or threats of war, riots, national labour or trade disputes, strikes, industrial action or lockouts (however to the extent that these relate to the Supplier, Supplier Affiliates, Supplier contractors or agents this will not count as a Force Majeure Event), acts of terrorism, disruption to essential services such as electrical power and utility services, extreme weather, quarantine or any government or regulatory authority mandated precautions against contagious disease epidemics or pandemics other than those in each case caused directly or indirectly by the Supplier and excluding any events that could have been avoided or mitigated by the Supplier by implementing and complying with appropriate business continuity procedures.

**“Foreground IP”** shall have the meaning giving to it in clause 20.2.

**“GCP”** means the terms and conditions contained herein.

**“Global Supplier Code of Conduct”** means the Buyer’s Global Supplier Code of Conduct as in force from time to time and available on the Global Supplier Portal.

**“Global Supplier Portal”** means the Buyer’s website for suppliers at <https://suppliers.rolls-royce.com/>, as updated and amended from time to time.

**“Government”** means:

- (i) the government of any jurisdiction (or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank or other authority thereof, including any entity directly or indirectly owned or controlled thereby;
- (ii) any public international organisation or supranational body (including the European Union) and its institutions, departments, agencies and instrumentalities; or
- (iii) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax or other governmental or quasi-governmental authority.

**“Governmental Official”** means any person who would constitute either: (i) a "foreign public official" as defined in the UK Bribery Act 2010; or (ii) a "foreign official" as defined in the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended

**“Inappropriate Inducement”** means any payment or thing of value or any financial or other advantage to or for the use or benefit of:

- (i) any Governmental Official;
- (ii) any director, officer, employee, agent or representative of any commercial organisation or private individual; or
- (iii) any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in sub-paragraphs (i) to (ii) above,

for the purpose of influencing any act or decision of any such person, including a decision to do or omit to do any act in violation of the duty of such person in order to obtain or retain business, secure any improper advantage or obtain any licence, permit, approval, certificate or clearance.

**“Insolvency Event”** means an event where a person: (i) is deemed to be or states in writing that it is insolvent; (ii) is subject to any types of insolvency or collective judicial or administrative proceedings, including interim proceedings, in which its assets are subject to control or supervision by any court or other governmental entity for purposes of dissolving, liquidating or reorganising that person or its assets; (iii) proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; (iv) suspends or declares in writing its intention to suspend payments to creditors generally or any class thereof, or suspends or ceases all or substantially all of its business; (v) any other steps are taken to enforce any encumbrance over all or part of that persons assets and/or undertaking; or (vi) takes steps, or is subject to actions, analogous to the items specified in (i) to (v) above.

**“Information”** means any commercial, financial, technical or operational information, know-how, trade secrets or other information of or in the possession of a Party in any form or medium (including all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations) which has been or may be disclosed or otherwise made available to the other Party, whether orally or in written, electronic or other form, including any copies

or reproductions of such information in any form or medium, and any part or parts of the same, including the provisions and subject matter of the Contract and any other agreements or documents executed by the Parties in connection with the Contract.

**“IPR”** means patents, registered designs, trade marks, service marks (in each case, whether registered or not), copyright and neighbouring and related rights, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, rights to inventions, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, domain names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world.

**“Law”** means all applicable statutes, regulations, regulatory requirements, by laws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial or administrative interpretation of them as extended, applied, replaced or amended and in force from time to time.

**“Losses”** means any and all: (a) claims, demands, awards, suits, judgments (however obtained and of whatever nature awarded against or incurred or paid by the Buyer), payments by way of settlement and orders; and, (b) taxes, losses, liabilities, damages, costs and expenses (however described, characterised or classified and whether direct or indirect), including injury, loss of profits or revenues, fines (including administrative fines imposed on the Buyer by a governmental or regulatory authority), costs of unwinding funding arrangements, liability for professional fees (including legal fees) and expenses.

**“Offset”** (otherwise known as industrial participation or industrial cooperation) means the trade practice by which a Government or a Government entity buying goods and/or services requires an investment to be made in that Government’s jurisdiction in return for agreeing to buy such goods and/or services, which may include a less formal or ad hoc request by a Government or a prime manufacturer to which the Buyer supplies its products and/or services.

**“Order”** means a purchase order, scheduling agreement or any other form of purchase document issued by the Buyer or Affiliate of the Buyer to the Supplier that incorporates these GCP by reference.

**“Parties”** means the Buyer and the Supplier and a **“Party”** means one of them.

**“Permitted User”** means any Affiliate or customer of the Buyer, notified to the Supplier from time to time as being authorised by the Buyer to receive the benefit of the Services under the Contract.

**“Process”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and **“Processed”**, **“Processes”** and **“Processing”** shall be construed accordingly).

**“Prohibited Information”** means any information whether offered in written, verbal or other form that such Party is not authorised to have and use in connection with the Contract, including any information from a competitor’s confidential proposals, bid terms or contract and pricing terms.

**“Regulation”** means the General Data Protection Regulation ((EU) 2016/679)).

**“Scheduled Delivery Date”** has the meaning given to it in clause 5.2.4.

**“Services Rectification Notice”** has the meaning given to it in clause 6.3.1.

**“Services Rejection and Termination Notice”** has the meaning given to it in clause 6.3.3.

**“Services Rejection Notice”** has the meaning given to it in clause 6.3.2.

**“Service Output”** means any tangible and intangible outputs of and results of the Services including any new technologies, products, processes, reports, diagrams, information, documentation and business methods or methods of manufacture.

**“Services”** means those services that the Supplier has agreed to provide to the Buyer as set out and described in the Order (including any of them or part of them).

**“Security Interest”** means any mortgage, charge, pledge, encumbrance, lien, right of set-off, assignment, hypothecation or any other arrangement or agreement having the effect of conferring security.

**“Self-billed Invoice”** has the meaning given to it in clause 4.5.1.

**“Specified Service Levels”** means those service levels for the Services set out in the Order, to include any reporting obligations of the Supplier in respect of those service levels.

**“Specified Timescales”** means any timescales for the provision of the Services specified in the Order or, if no timescales are specified in the Order, any reasonable timescales notified by the Buyer to the Supplier from time to time.

**“Specification”** means the description of the Services set out or referred to in the Order or subsequently supplied to the Supplier by the Buyer or as otherwise advised by the Buyer to the Supplier.

**“Staff”** means any employees, officers and individuals employed or contracted to the Supplier and involved to any extent in the performance of the Services, supply of the Deliverables and/or the performance of the Contract.

**“Successor Supplier”** means each and any supplier who the Buyer, any Affiliate of the Buyer, or any Permitted User, appoints to provide any service equivalent to, or substantially the same as, the Services (or any part thereof) immediately after the termination or expiry of the Contract (whether in whole or in part) or after any occasion of the termination of the Services (whether in whole or in part).

**“Supplier”** means the person, firm, company or entity entering in to the Contract in accordance with clause 2.2.

**“Transfer Regulations”** means: (i) in the case of any country in the EEA, the Acquired Rights Directive (2001/23/EC) (as amended from time to time) and any domestic legislation implementing this directive into the national law of the country from time to time; (ii) in the case of the United Kingdom, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, consolidated or replaced from time to time); or (iii) in the case of any other country, any legislation enacted which transfers the employment of staff automatically to a new employer when services which were previously performed by the employer of those staff are transferred either to a new service provider or taken back in-house.

**“Working Day”** means any day on which banks in London are open for business excluding Saturdays, Sundays and bank and public holidays in England and Wales.

## 1.2 Construction

1.2.1 In these GCP unless the context otherwise requires any reference to:

- (a) an “amendment” includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and “amend” will be construed accordingly;
- (b) a clause, sub-clause or a schedule is a reference to a clause or sub-clause of, or a schedule to, these GCP;
- (c) a currency is a reference to the lawful currency for the time being of the relevant country;
- (c) “include”, “includes”, “including” or similar terms will not be construed as exclusive or limiting examples of the matters in question and will mean “including, without limitation”;
- (d) a “person” includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, a agency, committee, department, authority and other bodies, corporate or unincorporated whether having distinct legal personality or not;
- (e) a “regulation” includes any regulation, rule, official directive, request or guideline in each case whether or not having the force of law but, if not having the force of law, being of a type the compliance with which is in accordance with the general practice of the persons to whom it is addressed of any governmental, intergovernmental or supranational body, agency, department or regulatory, self regulatory or other authority or organisation;
- (f) a provision of any Law is a reference to that provision as extended, applied or amended and includes any subordinate legislation;
- (g) words imparting the singular include the plural and vice versa;
- (h) unless the context otherwise requires, a reference to one gender will include a reference to the other genders; and
- (i) “days” is a reference to calendar days.

1.2.2 The headings in these GCP do not affect its interpretation.