

**GENERAL CONDITIONS FOR THE SUPPLY OF ON-WING CARE  
SERVICES TO ROLLS-ROYCE**

**1. INTERPRETATION**

The definitions and rules of interpretation in Schedule 1 (*Interpretation*) apply to these GCS OWCS.

**2. BACKGROUND**

- (a) From time to time Buyer may require sub-contract support in the performance of certain line maintenance services on Supplies.
- (b) The Parties wish to record their agreement to the acceptance of these GCS OWCS for the supply of Work from Vendor to Buyer.

**3. APPLICABILITY**

The Parties agree that these GCS OWCS will apply to the exclusion of any other terms and conditions of business contained or referenced in any acknowledgement or any other form of acceptance by the Vendor (whether written or not), any standard form, quotations, proposal or any other document issued by the Vendor to the Buyer or implied trade custom, practice or any course of dealings between the Parties unless such terms and conditions are expressly stated in the Order to apply.

**4. REPRESENTATIONS AND WARRANTIES**

**4.1 General**

Each Party makes the following representations and warranties to the other.

- (a) It is a limited liability corporation, duly incorporated and validly existing under the Laws of its jurisdiction of incorporation and, if relevant under such laws, in good standing.
- (b) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these GCS OWCS and the transactions contemplated by it.
- (c) The entry into and performance by it of, and the transactions contemplated by, these GCS OWCS do not and will not conflict with:
  - (i) any Law applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets.
- (d) The obligations expressed to be assumed by it in these GCS OWCS are legal, valid and binding obligations, enforceable in accordance with their terms (except as enforceability may be limited by bankruptcy, insolvency, reorganisation or other laws of general application affecting the enforcement of creditors' rights).
- (e) Its payment obligations under these GCS OWCS rank at least equally with all its other present and future unsecured and unsubordinated payment obligations except for obligations preferred on a mandatory basis by Law applying to companies generally.
- (f) These GCS OWCS, the relationship created and the Vendor's activities under these GCS OWCS do not and will not violate the Ethical Legislation or any Laws of, or applicable to, the Vendor's jurisdiction(s) of incorporation and operation.

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### **4.2 Survival of Representations**

Each of the representations and warranties survives the execution of the Contract.

## **5. SCOPE OF AGREEMENT**

Subject to the provisions of these GCS OWCS, Vendor agrees to perform Work in accordance with the provisions of the relevant Order Terms.

## **6. FORMATION OF CONTRACT**

### **6.1 Formation of Contract**

A Contract will be created either:

- (a) when Vendor accepts an Order placed by Buyer; or
- (b) upon the commencement of Work by Vendor;

whichever first occurs.

### **6.2 Delivery of Contract Documentation**

In addition to the methods of communication set out in Clause 26, Orders will be in writing and may be sent by email to a nominated officer of Vendor.

### **6.3 Performance of Work by Sub-Contractors**

Vendor may not sub-contract any Work to any sub-contractor, unless prior written agreement is obtained from Buyer.

## **7. DELIVERY**

### **7.1 Delivery**

- (a) Supplies will be made available and deemed delivered by Buyer or customer (as applicable) to Vendor at the date, time and location detailed in the Order Terms complete with all documentation required for the performance of Work.
- (b) Return delivery will be deemed complete when Vendor notifies Buyer that all Work has been completed and that Supplies are available at the delivery location, or an alternate location specified in the Order Terms, complete with all documentation originally delivered with Supplies, and any Investigation report, Work report or airworthiness certification required in the Order Terms.

### **7.2 Risk**

- (a) In the event that the delivery location detailed in the Order Terms is the Vendor's Facility or a recognised premises of Vendor, risk of loss or damage to Supplies will pass to Vendor at the time at which Supplies are delivered to Vendor.
- (b) In the event that the location detailed in the Order Terms is not the Vendor's Facility or a recognised premises of Vendor, Vendor will be responsible for any loss or damage to Supplies caused by Vendor during the performance of Work.
- (c) Where risk of loss or damage to Supplies has transferred to Vendor in accordance with Clause 7.2 (a), such risk will return to Buyer or Buyer's customer on receipt by Buyer or Buyer's customer of Supplies upon return delivery.

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- (d) Vendor will at all times maintain suitable and adequate insurance coverage (including aviation product liability insurance) with respect to its activities under these GCS OWCS and/ or an Order to a level commensurate with reasonable and responsible suppliers of similar services within the same industry and provide evidence of it as required by Buyer.
- (e) If, in the performance of these GCS OWCS, any employee or agent of either Party enters any premises occupied by or under the control of the other Party, the Party occupying or controlling such premises will assume responsibility for and hold the other Party harmless from any liability for personal injury or death of the person entering such premises where such injury or death arises from or as a result of the negligence of the Party occupying or controlling such premises.

### **7.3 Title**

- (a) Title to Supplies will remain with Buyer or Buyer's customer (as applicable) at all times, including title to Supplies or parts thereof, which are removed during the performance of Work, unless Buyer requires otherwise.
- (b) Material incorporated into Supplies will upon incorporation be referred to as Supplies.
- (c) Title to Vendor Supplied Parts will remain with Vendor until incorporation into Supplies at which point title will transfer to Buyer or Buyer's customer as applicable free and clear from all Security Interests.
- (d) Title to Buyer Furnished Parts will remain at all times with Buyer or Buyer's customer as applicable.

## **8. AGREEMENT TO SELL PARTS**

### **8.1 Supply of Parts by Vendor**

- (a) Vendor may agree to sell to Buyer, and Buyer may agree to buy from Vendor, Vendor Supplied Parts.
- (b) Vendor Supplied Parts will be incorporated into Supplies and delivered back to Buyer upon return delivery of Supplies in accordance with the Order Terms and the provisions of Clause 7.1(b).
- (c) Risk of loss and damage in Vendor Supplied Parts transfers from Vendor to Buyer or Buyer's customer on return delivery of Supplies to Buyer.
- (d) All Vendor Supplied Parts will be delivered with an authorised release certificate.

### **8.2 Supply of Parts by Buyer**

- (a) Buyer may in respect of an Order deliver to Vendor, or procure the delivery of, Buyer Furnished Parts, in which case:
  - (i) Buyer may either notify Vendor of the same at the time of issuing the Order; and
  - (ii) Vendor will not charge Buyer any amount (including by way of handling fee) in respect of its use of Buyer Furnished Parts to complete Work.
- (b) All Buyer Furnished Parts will be delivered back to Buyer by Vendor with an authorised release certificate.
- (c) Buyer will pay shipping charges and any import duties or charges in connection with the delivery of Buyer Furnished Parts to Vendor.

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### **8.3 Export Control**

- (a) The Parties acknowledge that any information or Supplies provided or received may be subject to export control laws and regulations and each of the Parties agrees that they will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export, nor permit to be exported, nor transfer by any means, electronic or otherwise, any information or Supplies without complying in all respects with the applicable export control legislation, codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any export or transfer of information or Supplies.
- (b) Buyer and Vendor will give reasonable assistance to each other in obtaining and complying with any licences or authorisations that may be required.

## **9. TURNAROUND TIME**

### **9.1 Turnaround Time Commitment**

- (a) Vendor will complete its performance of Work required by an Order by no later than the Required Completion Date.
- (b) Vendor will not be treated as having completed its performance of the relevant Work unless and until:
  - (i) Work on Supplies has been completed; and
  - (ii) Supplies have been redelivered to Buyer (or to its order) in accordance with the Order Terms and Clause 7.1 (b); and
  - (iii) any and all documentation evidencing and certifying the performance of the Work in accordance with the Contract have been received by Buyer.

### **9.2 Delay**

- (a) The Turnaround Time will not include time during which Vendor:
  - (i) is unable to perform its obligations as a result of an Excusable Delay; or
  - (ii) is waiting on action required by Buyer or Buyer's customer.
- (b) In the event Vendor cannot commence performance of Work on the date instructed in the Contract due to a failure by Buyer to perform its obligations under the GCS OWCS, the Turnaround Time for such Work so delayed will be extended by a period equal to that which was caused by the failure of Buyer to perform its obligations under these GCS OWCS.

## **10. PRICE OF WORK**

### **10.1 Price Payable**

- (a) Subject to Clause 10.2(a), the Price payable for the performance of Work will be set out in the relevant Order. Buyer will be charged no more than the cost per person per hour stated in the Order for labour manhours. This hourly rate will be inclusive of all Consumables required for the performance of Work.
- (b) Subject to Clause 8.1(a) and Clause 10.1(a), Buyer may be charged by Vendor for Parts and Expendables necessary for the performance of Work, provided such items have been set out in the Order. If Parts and Expendables additional to those set out in the Order are required during the performance of Work, Vendor will notify Buyer of such requirement as soon as reasonably practical. Buyer, acting reasonably, will determine whether such additional items will become chargeable.
- (c) Manhours will only be chargeable for time spent by Vendor actively engaged in Work.

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- (d) The Price for performance of Work and supply of Parts and Expendables must be quoted in US dollars.
- (e) The Price payable for Parts and Expendables will be invoiced to Buyer at the price paid by Vendor to procure such Parts and Expendables save when Vendor is obliged to purchase a minimum order quantity in which case Vendor shall be entitled to charge only for the proportion of Parts and Expendables used in the performance of Work. If requested by Buyer, Vendor will provide written confirmation of the price paid in procuring such Parts and Expendables.
- (f) The Price stated on a Contract for Work will be firm and fixed and inclusive of all duties, levies and taxes incurred in the course of providing such Work.

### 10.2 Remote Costs

- (a) If Work is to be performed at a location other than at Vendor's Facility, then in addition to the Price detailed in Clause 10.1(b), Vendor may, subject to Clause 10.3(c) charge Buyer for the following costs provided such costs will have been agreed with Buyer prior to being incurred and Vendor has taken all reasonable steps to reduce such costs accordingly:
  - (i) flight and travel charges relating to Vendor's employees performing such Work; and/or
  - (ii) accommodation costs relating to Vendor's employees performing such Work and/or
  - (iii) shipping costs associated with transporting equipment required for the performance of Work to the location.

### 10.3 Invoices

- (a) Vendor will submit an invoice to Buyer after completion of the Work and redelivery of Supplies in accordance with Clause 7.1(b) (the "**Completion Date**").
- (b) Any invoice submitted by Vendor to Buyer in accordance with this Clause 10.3 must include the Order number to which such invoice relates and in addition, such invoice must contain
  - (i) a breakdown of the manhours required for the performance of Work;
  - (ii) a breakdown of the Parts and Expendables required for the performance of Work; and
  - (iii) be accompanied by documentary evidence of receipted costs including flight, travel, accommodation and shipping costs pursuant to Clause 10.2(a)(i), (ii) and (iii).
- (c) Vendor will use all reasonable efforts to provide such invoice within seven days of the Completion Date.
- (d) If a Vendor invoice is received by Buyer within 30 calendar days of the Completion Date, and subject to Vendor having complied with each of its obligations under the Contract and the Order Terms, Buyer will pay the Price on the first Friday falling 75 calendar days after the invoice was received.
- (e) If a Vendor invoice is received by Buyer more than 30 calendar days after the Completion Date and Buyer is contractually barred from charging such invoice to its end customer, then Buyer may treat the invoice as cancelled and the Price will no longer be payable. Any determination as to whether a payment should be made in respect of such late invoice will be deferred until Buyer has confirmed that a recharge to its end customer will be honoured.

### 10.4 Arrival at the Price of Work

- (a) Vendor certifies that it has calculated the Price for the performance of Work independently and without consultation, communication or agreement with any other person for the purpose of restricting competition.

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- (b) Vendor has not and will not knowingly disclose, directly or indirectly, the Price to any other person.
- (c) Vendor further warrants that the Price in respect of an Order is not greater than the price that Vendor charges to its most favoured customer for the same or substantially similar Work, whether performed for or provided to any government authority or for or to any other person, taking into account the Work performed and terms and conditions of sale.

### **10.5 Cost Transparency**

- (a) Vendor will, within 15 calendar days of receipt of request from Buyer, submit to Buyer Vendor's cost data in respect of Work performed and Parts supplied pursuant to the course of Work ("**Cost Data**").
- (b) Such Cost Data will be presented in such form and level of detail as may be required by Buyer from time to time. Vendor will promptly provide such additional information in respect of the Cost Data as might be required by Buyer.

## **11. PAYMENTS AND TAXES**

### **11.1 Payments**

All payments by Buyer to Vendor under these GCS OWCS will be made for value on the due date in US Dollars, to such account and in such manner as is specified in the relevant Order and agreed by Buyer.

### **11.2 Non-Business Days**

If a payment under these GCS OWCS is due on a day that is not a Business Day, the due date for that payment will instead be the next Business Day.

### **11.3 Taxes**

The Price stated on an Order must be fixed and will be inclusive of all Tax with the exception of VAT chargeable under the laws of the United Kingdom. Such VAT will be payable by Buyer in addition to Price stated on an Order only after receipt of a United Kingdom VAT compliant invoice. Vendor undertakes to make full use of any customs waivers and exemptions resulting from the application of special customs procedures.

### **11.4 Indemnity**

Vendor will be responsible for, and will indemnify Buyer in full, from and against any and all Tax imposed on Vendor or its personnel by the government or other lawful taxing authority of any country for or on account of any payment made to or earned by Vendor in connection with the supply of Work under these GCS OWCS.

### **11.5 Set-Off**

- (a) Buyer may set off any matured obligation owed by Vendor under an Order or other agreement between Buyer and Vendor against any obligation (whether or not matured) owed by Buyer to Vendor, regardless of the place of payment or currency. If the obligations are in different currencies, Buyer may convert either obligation at the spot market rate of exchange available in London for the purpose of the set-off. If an obligation is unascertained or unliquidated, Buyer may in good faith estimate that obligation and set-off in respect of the estimate, subject to accounting to Vendor for the difference when the obligation is ascertained or liquidated.
- (b) Notwithstanding any other provision of the relevant documents, the due date of any payment required to be made by Buyer will be postponed for so long as any sums that are then due from Vendor under an Order or other agreement between Buyer and Vendor remain unpaid.

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### **12. WARRANTIES**

#### **12.1 Grant**

- (a) Vendor warrants to Buyer that Work and Parts delivered under these GCS OWCS will conform to the Order Terms, will be performed with reasonable skill and care, and will be free from defects in material, workmanship and, if the Vendor is the original equipment manufacturer in respect of Parts, design for a period of eighteen months from redelivery of Supplies, or for a period of 1,500 operating hours from first use by the end customer, whichever occurs first.
- (b) If Buyer accepts Work or Parts which do not conform to the warranty in Clause 12.1(a) this will not relieve Vendor of its obligations to correct any such non-conformance.

#### **12.2 Remedy**

- (a) If Buyer deems any Work or Parts not to comply with the warranty in Clause 12.1(a) then, without prejudice to Buyer's other rights and remedies under these GCS OWCS or at law, Buyer may either elect for the Vendor promptly, and at its own expense, to rectify such non-conformity, or Buyer may choose to correct such non-conformance itself in which case Buyer will be entitled to adjust the Price for such Work in a manner that it deems reasonable in the circumstances.
- (b) Vendor will, on demand, indemnify, defend and hold Buyer harmless for expenses and costs incurred as a result of the breach of warranty and all other losses that Buyer incurs as a result of the non-conformity with the requirements of Clause 12.1 (including damage suffered to other property).
- (c) If there is a dispute in respect of liability under a breach of warranty, Vendor will still proceed with such rectification under this Clause 12.2 if requested by Buyer. If it is subsequently agreed that Vendor was not in fact liable, any reasonable cost for repair or replacement will be borne by Buyer.
- (d) If there is a dispute pursuant to Clause 10.1(b) in respect of the requirement for Parts and Expendables, Vendor will still proceed with the performance of Work if requested by Buyer. If it is subsequently agreed that such items are chargeable, any reasonable cost will be borne by Buyer.

### **13. BUYER PROPERTY AND BUYER FURNISHED PARTS**

#### **13.1 Property loaned to Vendor and Buyer Furnished Parts**

- (a) Vendor has risk of loss and damage for:
  - (i) Buyer Owned Items; and
  - (ii) any Buyer Furnished Parts;in each case held by Vendor or its sub-contractors for the completion of Work (or otherwise) until redelivery to Buyer.
- (b) Vendor must insure all Buyer Owned Items and Buyer Furnished Parts to which Clause 13.1(a) applies against loss or damage as appropriate. Vendor will name Buyer as loss payee on Vendor's property damage insurance in respect of such loss or damage, and will provide a certificate or broker's letter to Buyer as evidence that such insurance is in place and covers the full replacement value of such items.
- (c) Title to Buyer Owned Items will remain with Buyer (or its nominee) at all times.

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### 13.2 Suitable Identification

(a) Vendor must ensure that all:

- (i) Buyer Owned Items; and
- (ii) Buyer Furnished Parts:

to which, in each case, Clause 13.1(a) applies are at all times identified as “the property of Rolls-Royce” or, at Buyer’s discretion, its nominee, and that such Buyer Owned Items and Buyer Furnished Parts do not become the subject of any lien, tax, charge, duty or encumbrance.

(b) Vendor will indemnify Buyer on demand against any costs, expenses and damages incurred by reason of Vendor’s failure to carry out its obligations under this Clause 13.

### 13.3 Safe Custody

Vendor:

- (a) must retain Buyer Owned Items in good condition after completion of an Order;
- (c) must not dispose of any Buyer Owned Items or Buyer Furnished Parts except in accordance with Buyer’s written instructions;
- (d) must not use such items other than for the purposes of an Order without Buyer’s prior written consent; and
- (e) will promptly return such items to Buyer in accordance with instructions received from Buyer.

## 14. DELAY

### 14.1 Excusable Delay

- (a) If Vendor is unable to perform its obligations to perform any Work under an Order because of an Excusable Delay, the obligation to perform will be suspended for a period equal to the period for which performance has been delayed.
- (b) The Vendor will use all reasonable efforts to mitigate the effect of an Excusable Delay.
- (c) If an Excusable Delay occurs that will or may prevent the timely performance of Vendor’s obligations under an Order, Vendor will notify Buyer as soon as possible and in any event within two hours in the case of an AOG related obligation or Order, and within four hours in all other cases, of the start of the event causing the Excusable Delay, providing:
  - (i) full details of the Excusable Delay;
  - (ii) its anticipated effect; and
  - (iii) Vendor’s proposed measures to mitigate its effect.
- (d) For any Excusable Delay that becomes substantial in the opinion of Buyer (acting reasonably), Buyer may terminate the Order in whole or in part without incurring any liability for such termination.

### 14.2 Other Delay in Respect of Work

- (a) If Vendor delays performance of Work beyond any schedule agreed in the applicable Order Terms for any reason not contemplated by Clause 14.1 (a “**Non-Excusable Delay**”), then, without prejudice to Buyer’s other rights and remedies under these GCS OWCS and at law Buyer may terminate the Contract in whole or in part by giving Vendor notice in writing, identified as notice of termination, whereupon all Work on that Contract will cease.



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- (b) Notwithstanding the above, Vendor agrees to pay to Buyer liquidated damages to compensate for internal administrative costs that will be incurred by Buyer, at a rate of 1% of the Order value for each half day of delay, and in the case of AOG for each two hour delay, up to a maximum of 10% of the Order value. The Parties agree that such liquidated damages represent a reasonable pre-estimate of the internal administration costs that Buyer is likely to suffer as a result of any delay.
- (c) Vendor will, on demand, indemnify Buyer against any losses (other than internal administration costs covered by the provisions of Clause 14.2(b)) which Buyer may sustain or incur directly or indirectly as a result of the occurrence of a Non-Excusable Delay.

## 15. TERMINATION BY BUYER

### 15.1 Termination for Insolvency or Material Breach

- (a) Buyer may terminate an Order without any liability on the part of Buyer, immediately on written notice (the date of written notice being the "**Termination Date**") to Vendor if any of the following events occurs (such event being a "**Termination Event**"):
  - (i) Vendor suffers an Insolvency Event; or
  - (ii) Vendor is in breach of its obligations regarding proposed sub-contractors under Clause 6.3; or
  - (iii) Vendor is in breach of its obligations regarding compliance with law or ethics under Clauses 28 and 29; or
  - (iv) Vendor is in material breach of any of its other obligations under the Order and such breach continues for a period of two hours (in the case of AOG) or four hours in other cases from (i) the date and time at which notice of breach (in respect of a breach of delivery terms) is given to Vendor; or (ii) the time (and date) at which notice of such breach is given to Vendor (for all other breaches); or
  - (v) any representation or warranty made pursuant to Clause 4.1 or otherwise given or made to Buyer in connection with it is or proves to have been incorrect in any respect when made or deemed to be repeated; or
  - (vi) Vendor, or an organisation with a controlling interest in Vendor, (in either case without the prior written consent of Buyer) becomes, during the lifetime of the Order, subject to full or partial control of, or part of a joint venture with, another company; or
  - (vii) Vendor is in material breach of any other agreement with (1) Buyer; or (2) any member of Buyer's Group, and does not remedy such breach within 10 days of receiving from Buyer written notice of the breach and a request to remedy it; or
  - (viii) any event or series of events occurs which, in the reasonable opinion of Buyer, might have a material adverse effect on the financial condition or operations of Vendor or on the ability or willingness of Vendor to comply with its obligations under the relevant documents.
- (b) On termination of an Order, Vendor must immediately redeliver at its own cost, any relevant Supplies, Buyer Owned Items, Buyer Furnished Parts or Parts for which Buyer has paid.
- (c) Vendor will, on demand, indemnify Buyer against any Losses which Buyer may sustain or incur directly or indirectly as a result of the occurrence of a Termination Event.

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### 15.2 Termination for Convenience

- (a) Without prejudice to any of Buyer's other rights and remedies, Buyer may terminate an Order in whole or in part by giving Vendor notice in writing (identified as a notice of termination) ("**Notice of Termination for Convenience**"), whereupon all Work in respect of such Order will cease.
- (b) Upon termination of an Order for convenience, Buyer will, in accordance with the provisions set out in Clause 10.3(d), pay to Vendor:
  - (i) the price of all Work which Vendor has justifiably supplied and completed as at the date of termination for which Buyer has not already made payment;
  - (ii) the reasonably substantiated and reasonably incurred cost of settling any claims for necessary termination of sub-contracts in respect of such terminated Order, provided that Vendor has included in such sub-contracts a clause substantially the same as this Clause 15.2; and
  - (iii) the reasonably substantiated and reasonably incurred cost to Vendor of any work-in-progress in respect of such Order.
- (c) Within two calendar months of receipt of a Notice of Termination for Convenience, Vendor must provide Buyer with details of the amount it wishes to claim under Clause 15.2(b). Vendor will provide Buyer any information and assistance that Buyer needs to ascertain the extent of any work-in-progress. The amount payable under this Clause 15.2 will not exceed the Price for the Work.
- (d) Any finished Work, and any work-in-progress paid for by Buyer, will be delivered to Buyer upon payment of the amounts due under this Clause 15.2.

## 16. CONFIDENTIALITY

### 16.1 Confidential Information

Subject to Clause 16.2, each Party agrees to hold in confidence any information (including these GCS OWCS and any of their terms), which it acquires directly or indirectly from the other Party and agrees:

- (a) to protect the information with at least the same degree of care used to protect its own information;
- (b) not to use the information otherwise than for the purposes of these GCS OWCS;
- (c) not to disclose the information at any time or to any third person without the written approval of the other Party;
- (d) not to copy or reduce the information to writing or store, whether in a machine readable form or otherwise, except as may be reasonably required for the purposes of these GCS OWCS; and
- (e) not to remove, alter or deface any proprietary or confidential designation denoted on the information.

### 16.2 Exceptions

The provisions of Clause 16.1:

- (a) do not apply to information which is generally known in the aero engine industry, received from a third party who is without an obligation of non-disclosure, required to be produced by a legitimate legal authority (in which case the Party compelled to disclose will promptly advise the other Party); and
- (b) will not prevent either Party from disclosing these GCS OWCS and financial information concerning the business between the Parties to appointed auditors, legal advisers, insurers and accountants and, in the case of Buyer, to its risk and revenue sharing participants.

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### 16.3 Employees

Each Party will be responsible for the observance of the provisions of this Clause 16 by its employees or any other third parties to whom information is disclosed.

### 17. SUPPLY OF INFORMATION AND SUGGESTIONS

Buyer does not make any representation as to, or take any responsibility for, any opinions or suggestions made by Buyer during the performance of the Order, and Vendor is solely responsible for the use of such opinions and suggestions.

### 18. TUPE AND SUPPLY OF PERSONNEL

18.1 If, as a consequence of the termination of an Order (whether in whole or in part), the contract of employment or engagement of any person who was engaged (or formerly engaged) in providing Work under the Order has effect, or is alleged to have such effect, pursuant to TUPE, as if originally made between Buyer, any of its Affiliates or any Successor Supplier and any such person, then, Vendor will indemnify Buyer and will pay to Buyer such sums as would, if paid to the relevant Affiliate or any Successor Supplier (as applicable) indemnify the relevant Affiliate or any Successor Supplier (as applicable) in full against all Losses suffered or incurred by Buyer, any of its Affiliates, 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.

18.2 Vendor will ensure that any personnel will, whilst on any of Buyer's premises, comply with the relevant 'General Conditions of Work on Site', copies of which are available on request.

### 19. PROPRIETARY RIGHTS LIABILITY

19.1 Subject to Clause 19.2, neither Party will acquire title to any IPR belonging to or licensed to the other Party or developed by the other Party relating to the Work and/or Parts.

19.2 All IPR created as a result of work undertaken under or in connection with these GCS OWCS or the Order by the Vendor, its suppliers, sub-contractors or agents, including any IPR in any improvements, new technologies, products, processes, business methods or methods of manufacture will vest in and become the absolute property of Buyer. Vendor will transfer, or will ensure the transfer, to Buyer with full title guarantee, free from any Security Interest, any IPR created as a result of these GCS OWCS and the Order and Vendor will:

- (a) take all necessary actions, and/or will ensure that the necessary actions are taken, (including signing any documents) to ensure that such IPR vests in full with Buyer immediately on creation; and
- (b) ensure that its (and its suppliers') employees and contractors waive any moral rights in or relating to any works to which such IPR relate and will on request provide Buyer with written evidence of such waiver.

19.3 Vendor will not use, exploit, develop, transfer or license any IPR created as a result of work undertaken under or in connection with these GCS OWCS or the Order or any IPR belonging to, or provided to Vendor by, Buyer for any purpose other than fulfilling its obligations to Buyer under the Order.

19.4 Vendor will grant or procure for Buyer all rights, licences, consents and permits that Buyer may require in order to use and enjoy any Vendor Supplied Parts and benefit from the Work in accordance with these GCS OWCS or the Order.

19.5 Vendor represents and warrants on the date of the Contract and on an ongoing basis that the Work and/or Vendor Supplied Parts (and possession, use, exploitation, development or repair ("**User Rights**") of the same by Buyer, its Affiliates or an end-user ("**Protected Parties**")) will not infringe, and/or cause Buyer or its Affiliates to infringe, any third party's IPR.

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- 19.6 Vendor will indemnify the Protected Parties in full against any Losses arising from breach of Clause 19.5. This Clause 19.6 will not apply to the extent that the third party claim is the direct and unavoidable result of Vendor using IPR which Buyer (a) provided to Vendor and (b) mandated that Vendor use.
- 19.7 In addition to the indemnity set out at Clause 19.6, Vendor will immediately obtain for the Protected Parties a worldwide, non-exclusive, fully paid up royalty-free, irrevocable and perpetual licence to exercise the User Rights in any Vendor Supplied Parts which are the subject of any actual or alleged violation or infringement of any third party's IPR.

## **20. QUALITY CONTROL REQUIREMENTS**

### **20.1 Required standards**

Vendor must comply in all respects with:

- (a) SABRe, or any agreed Quality Plan;
- (b) the requirements of the appropriate Aviation Authority; and
- (c) the Approved Standards.

### **20.2 Aviation Authorities**

- (a) Vendor will inspect and release Work as directed in the Order Terms, with the applicable aviation certification requirements being dependent upon the further use of Supplies, and the country of registration requirements for the end-user's aircraft.
- (b) Vendor warrants that it is able to comply with the aviation certification requirements of the Hong Kong Civil Aviation Department, the Federal Aviation Administration (FAA), the European Aviation Safety Agency (EASA), the Civil Aviation Administration of China (CAAC) the Civil Aviation Authority of Singapore, ANAC (Brazil) and the Dirección General de Aeronáutica Civil of Mexico, as may be required in the performance of Work.
- (c) Vendor will be responsible for safe custody and maintenance of all specifications, drawings and other documentation which Buyer supplies and which are necessary for the performance of an Order.
- (d) Vendor agrees that Buyer, Buyer's customers, and the appropriate Aviation Authorities may enter Vendor's facilities at reasonable times to inspect the facility, Work, Supplies, Buyer Owned Items, Buyer Furnished Goods and property owned by Buyer's customers. Such access will extend to all relevant records maintained by Vendor for the purposes of these GCS OWCS and the Order. Such inspection will not constitute or imply acceptance of any Work or materials.
- (e) Vendor must not incorporate PMA (Parts Manufacturer Approval) parts or non-OEM (Original Equipment Manufacturer) approved repairs during its performance of Work unless specifically requested by Buyer to do so in writing.

## **21. BUYER'S CUSTOMER CONTRACT CONDITIONS**

### **21.1 Customer Terms**

In order to meet the requirements of its customer, Buyer may be required to accept sale terms ("**Customer Terms**") in its contract with that customer which are not reasonably reflected by the terms of these GCS OWCS. In such circumstances, Vendor will (at the request of Buyer), agree to an amendment to the terms of these GCS OWCS corresponding with such Customer Terms, in respect of Orders for Work related to that customer.

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### **21.2 Government Requirements**

Without prejudice to Clause 21.1, if Buyer is required to flow down to the Vendor any appropriate regulations or requirements of a government or Aviation Authority, Vendor agrees to accept the inclusion of such regulations or requirements in these GCS OWCS or the Order (as appropriate).

## **22. DATA PROTECTION**

### **22.1 Buyer**

Vendor undertakes that, in relation to these GCS OWCS or the Order, it will, in respect of all Personal Data provided to it by Buyer, comply strictly with all requirements of the Data Protection Act 1998 as if it were the Data Controller of such personal data. The phrases "Personal Data" and "Data Controller" have the meanings given to them in the Data Protection Act 1998.

### **22.2 Indemnity**

Vendor will indemnify Buyer against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings that Buyer may incur as a result of any breach of this Clause 22.

## **23. FREEDOM OF INFORMATION**

23.1 The Parties agree that the information to be provided pursuant to these GCS OWCS is to be submitted in confidence and is of the kind contemplated by sections 41 and 43 of the Freedom of Information Act 2000.

23.2 If Vendor receives a request for information under the Freedom of Information Act 2000 or under any legislation in any jurisdiction which places a legal obligation on Vendor to disclose all or part of such information to a third party, Vendor will immediately notify Buyer in writing of the details of any information requested by a third party, the date upon which such request was made, and, if permitted by law, the name of the person making the request.

23.3 Vendor will, before making any disclosure, consult with Buyer in good faith in relation to any proposed disclosure of information provided to it by Buyer and give due consideration to the comments of Buyer. To facilitate such consultation, the Vendor will provide Buyer with a copy of all information which it is proposing to disclose ("**Subject Information**"), not less than five (5) Business Days prior to its disclosure.

23.4 Notwithstanding any disclosure by Vendor of any of the Subject Information, whether pursuant to the Freedom of Information Act 2000 or otherwise:

- (a) Vendor and the information disclosed will in all respects remain subject to the terms of these GCS OWCS and any consultation as aforesaid will be without prejudice to the rights of Buyer to seek legal redress in respect of any such disclosure; and
- (b) if Buyer considers that the Subject Information should not have been disclosed, Vendor will notify the party to which it provides the Subject Information that Buyer regards such information as confidential and, to the extent permitted by law, provide Buyer with the name and address/registered office of such party.

## **24. TRANSFER**

Vendor will not assign or transfer (whether voluntarily or involuntarily, by the operation of Law or otherwise), declare a trust of, or create or permit to exist any Security Interest over, any of its rights or obligations under the Order.

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### **25. MISCELLANEOUS**

#### **25.1 Waiver, remedies cumulative**

The rights of each Party under the GCS OWCS may be exercised as often as needed, are cumulative and apply in addition to its rights under the general Law and may be waived only in writing and specifically. Not exercising or delay in exercising any right is not a waiver of that right.

#### **25.2 Severability**

If a term of these GCS OWCS is or becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that will not invalidate the remaining provisions of these GCS OWCS or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

#### **25.3 Variation**

The provisions of these GCS OWCS may not be varied other than by written agreement between the Parties.

#### **25.4 Survival**

The provisions of Clauses 1 (Interpretation), 16 (Confidentiality), 19 (Proprietary Rights Liability), 22 (Data Protection), 23 (Freedom of Information), 25.2 (Severability), 26 (Notices) and 27 (Law and Jurisdiction) will survive the expiration or termination of an Order, and will continue in full force and effect.

#### **25.5 Contracts (Rights of Third Parties) Act 1999**

A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these GCS OWCS.

#### **25.6 Entire agreement**

- (a) These GCS OWCS and the Order entered into pursuant to these GCS OWCS constitute the entire agreement between the Parties with respect to their subject matter.
- (b) Each Party acknowledges that:
  - (i) it has not relied on any undertaking, promise, assurance, statement, proposal, representation, warranty or understanding (whether or not in writing) relating to the subject matter of these GCS OWCS except those expressly incorporated in these GCS OWCS; and
  - (ii) the only remedy available to it for any misrepresentation or untrue statement made to it will be the remedies available under these GCS OWCS.
- (c) This Clause 25.6 does not apply to any statement, representation or warranty made fraudulently, or to any provision of these GCS OWCS induced by fraud, for which the remedies available are those available under English law.
- (d) The Parties agree that neither of them will place any reliance on any future representation in respect of the performance of these GCS OWCS unless such representations are expressly agreed by the Parties in these GCS OWCS or it is agreed by the Parties in writing that they form a part of these GCS OWCS.

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### **25.7 No Partnership or Agency**

- (a) Nothing in these GCS OWCS will:
  - (i) constitute a partnership or joint venture between the Parties;
  - (ii) constitute any Party the agent of any other Party; or
  - (iii) create any fiduciary obligations between the Parties.
- (b) Neither Party will:
  - (i) represent itself as the agent or partner of any other Party; or
  - (ii) 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, any other Party.

## **26. NOTICES**

### **26.1 Communications in writing**

- (a) Subject to Clause 26.1(b) and Clause 6.2, any communication in connection with these GCS OWCS will be in writing and, unless otherwise stated, may be given in person, by fax, by certified post or by commercial courier.
- (b) If provisions of these GCS OWCS specify other methods or recipients of communication between the Parties, then the terms of those provisions will apply.

### **26.2 Contact details**

All notices under the GCS OWCS must be delivered by hand, by fax, by registered or certified post or by commercial courier to the address of the relevant Party listed in the Order for the attention of the person or office 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. With the exception of the placement of Orders by the Buyer in accordance with Clause 6.2, notices delivered by email will not be effective.

### **26.3 Effectiveness**

Any notice given in connection with these GCS OWCS will only be effective:

- (a) if delivered in person, when delivered;
- (b) if by fax, when received in legible form;
- (c) by certified post, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; or
- (d) by commercial courier service, on the date and at the time that the courier's delivery receipt is signed.

### **26.4 English language**

- (a) Any notice given in connection with these GCS OWCS will be in English.
- (b) Any other document provided in connection with these GCS OWCS will be in English or accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

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### 27. LAW AND JURISDICTION

#### 27.1 Governing law

- (a) These GCS OWCS are, and any non-contractual obligations arising out of or in relation to them are, governed by, and will be construed in accordance with, English law.
- (b) The terms of the United Nations Convention on Contracts for the International Sale of Goods (1980) are excluded and will have no force and effect in respect of the transactions contemplated by these GCS OWCS.

#### 27.2 Arbitration

- (a) Any dispute arising out of or in connection with these GCS OWCS, the legal relationships created by them, and any non-contractual obligations arising out of or in relation to them, will be finally resolved in accordance with the Rules of the International Court of Arbitration of the International Chamber of Commerce ("**Rules**"), which rules are deemed to be incorporated by reference into this Clause.
- (b) Either Party may refer a dispute to arbitration at any time by serving a written notice of arbitration upon the other Party.
- (c) There will be three arbitrators appointed in accordance with the Rules. The seat and place of any such arbitration will be London, England. The language of the arbitration shall be English and all documents and evidence submitted to the arbitration will be in English. The governing law of the arbitration agreement will be English law. The Parties agree that the arbitration and any award made will be confidential. The decision of the arbitration will be final and binding.
- (d) This Clause does prevent either Party from seeking interim measures of protection in any court of competent jurisdiction. This will not be construed as a waiver or limitation of either Party's consent to arbitration.
- (e) Each Party:
  - (i) waives any objection to the jurisdiction of the arbitral tribunal (or to the courts of England where applicable) on grounds of inconvenient forum or otherwise as regards proceedings in connection with these GCS OWCS; and
  - (ii) agrees that an award of the arbitral tribunal (or any order of the courts of England where applicable) in connection with these GCS OWCS will be binding on it and may be enforced against it in the courts of any other jurisdiction; and
  - (iii) represents and warrants that is subject to civil and commercial law with respect to its obligations under these GCS OWCS and that neither it nor its assets enjoys any right of immunity from set-off, suit or execution in respect of its obligations under these GCS OWCS and it waives any immunity it may have inconsistent with this.



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### 28. COMPLIANCE WITH LAW

28.1 Vendor will, at all times:

- (a) obtain, maintain and comply with all regulatory approvals applicable (including any government approvals that may be required) in connection with the performance of these GCS OWCS and/or the Order;
- (b) comply with all applicable Laws, including any export control Laws (including in particular the United States International Traffic in Arms Regulations (“**ITAR**”) and the Export Administration Regulations (“**EAR**”)), health and safety Laws, environmental protection Laws, Laws governing the disposal of any waste, employment Laws, Laws governing any materials, chemicals or processes used in connection with the performance of the Work (including in particular Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorisation and restriction of chemicals (“**REACH**”)), data protection Laws and the Ethical Legislation;
- (c) notify Buyer of any restrictions or provisos:
  - (i) that exist in respect of any regulatory approvals granted; or
  - (ii) that exist under any Law,

in connection with Vendor's obligations under these GCS OWCS and/or the Order (including the supply of the Work and/or Parts to Buyer) or confirm in writing that no such restrictions apply; and

- (d) provide Buyer with any information reasonably requested by Buyer and any information which it knows or should know that Buyer will or may need in order to comply with or manage its obligations under any Laws or regulatory approvals.

28.2 If Work, Parts, Consumables or Expendables or any information provided, or to be provided, by Vendor to Buyer under these GCS OWCS is subject to export control, including in particular, ITAR or EAR, Vendor must clearly identify such Work, Parts, Consumables or Expendables (in the documentation for Supplies) or the information as being restricted and must, as soon as possible after the request, provide Buyer with all relevant details, including: whether the Work, Parts, Consumables or Expendables or information is of a military or dual-use, which export control regime(s) it is restricted under, full details of the Work, Parts, Consumables or Expendables concerned, full details of any applicable export licence or technical assistance agreement, details of any authorised end-users and full details of any applicable restriction or proviso and any other information requested by Buyer. At the request of Buyer Vendor will provide such information using an information technology platform provided by Buyer.

28.3 Vendor warrants, represents and undertakes that if a chemical substance used in the performance of Work, or constituting or contained in, Supplies, Parts, Consumables or Expendables appears under Annex XIV of REACH then such chemical substance is authorised for Buyer's particular use in accordance with the provisions of REACH.

28.4 Vendor will notify Buyer as soon as possible if any Supplies, Parts, Consumables or Expendables contain a substance listed on the Candidate List of Substances of Very High Concern for Authorisation published by the European Chemical Agency (or any update of the list) and provide: (i) details of such a substance in a format required by Buyer; and (ii) any information that may be required to ensure the safe use of the relevant item. This clause applies regardless of where delivery of the relevant items occurs or where either Party is incorporated.

28.5 Vendor agrees that Buyer will be under no duty to reimburse or compensate Vendor for any increased costs incurred by Vendor as a result of any changes in Law that occur.

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### 29. ETHICS

- 29.1 Vendor undertakes that its directors, employees, agents, representatives, contractors or sub-contractors, or any other person acting on its behalf will not:
- (a) give, agree or promise any financial or other advantage to or for the benefit of any person for the purpose of influencing or rewarding any act or decision of any representatives of Buyer in relation to the award or negotiation of these GCS OWCS or an Order; and
  - (b) engage in any other activity, practice or conduct which would constitute an offence under any Ethical Legislation.
- 29.2 Vendor will have in place adequate procedures designed to prevent any person working for or engaged by Vendor or any other third party in any way connected to these GCS OWCS, from engaging in any activity, practice or conduct which would infringe any Ethical Legislation.
- 29.3 Vendor will comply in full with the '*Rolls-Royce Supplier Code of Conduct*' as set out at Buyer's website for suppliers (<https://suppliers.rolls-royce.com>), as amended or replaced from time to time by Buyer and any other policy Buyer notifies Vendor as being applicable.
- 29.4 Vendor undertakes that, except as disclosed in writing to Buyer, no one other than a bona fide employee of Vendor will recommend that Buyer issue an Order or otherwise intercede or negotiate on the Vendor's behalf in relation to the issue, agreement or negotiation of an Order.

## SCHEDULE 1 - INTERPRETATION

### 1. INTERPRETATION

#### 1.1 Definitions

“**Affiliate**” means as to any person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person (for purposes of this definition, “control” of a person means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such person or (b) direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

“**AOG**” means aircraft on ground event as defined in the ATA Common Support Data Dictionary.

“**Approved Standard**” means a manufacturing, design, maintenance, or quality standard approved by the competent authority, including approved maintenance data such as engine maintenance manuals, aircraft maintenance manuals (where appropriate), service bulletins, technical variances, and airworthiness directives.

“**ATA**” means the Air Transport Association of America.

“**Aviation Authorities**” means any government, regulatory body or authority which specifies aviation certification requirements for aero engines or parts thereof.

“**Business Day**” means a day on which business related to these GCS OWCS is carried out in the country in which Buyer is located and Vendor’s jurisdiction of incorporation as stated in a Contract. For any payment, a Business Day is any day on which banks are also open for business in New York.

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

“**Buyer Employees**” means any person who is employed by Buyer prior to the commencement of a Contract, in relation to the services performed by Vendor under a Contract (including any such employees who continue to be so employed by Buyer during the Contract).

“**Buyer Furnished Parts**” means Parts delivered, or procured to be delivered, by Buyer to Vendor that may be necessary for Vendor to complete Work.

“**Buyer Owned Items**” means any items including any tooling or equipment owned by Buyer and held by Vendor or its sub-contractors for the completion of Work (or otherwise).

“**Completion Date**” has the meaning given to it in Clause 10.3(a).

“**Consumables**” means semi-finished products such as but not limited to metal or plastic sheets for minor repair, fluids, (such as but not limited to cleaning agents, adhesives, alcohol), bagging tape, release film, resins, sealant, solvents, thinners, thread, tufnol, TY wrap, Velcro, electric tape, epibond, film bagging, gloves, goggles, greases, heat shrink wrap, jointing compounds, masking paper, plastic, or tape, Mylar tape, PVC sheet, rags, lubricants, engine oil and hydraulic fluids. Consumables are distinguished from Parts in that they can be used only once. They are identified by a standard or other specification (or in exceptional cases, by part number) in the maintenance and operational documents issued, for the relevant aircraft or engine type, by the design organisation. Consumables are non-serialised.

“**Contract**” has the meaning given to it in Clause 6.

“**Ethical Legislation**” means (a) any legislation enacted in Buyer’s or Vendor’s jurisdiction of incorporation, or in any other jurisdiction where Work is performed or Parts delivered, to enforce or implement either the United Nations Convention against Corruption (being the subject of General Resolution 58/4 of 31 October 2003 of the General Assembly of the United Nations) or the OECD

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Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted on 21 November 1997; and (b) the United Kingdom Anti-Terrorism, Crime and Security Act 2001, the United Kingdom Proceeds of Crime Act 2002, the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.).

**"Excusable Delay"** means a delay which Vendor can demonstrate to Buyer as having been caused by fire, flood, insurrection or other act of God. Financial hardship, mechanical failures, raw material shortages, strikes, lockouts and other industrial action or disputes specific to Vendor and/or its sub-contractors or agents, will not constitute an excusable delay for the purposes of these GCS OWCS.

**"Expendables"** means parts for which no repair procedure exists and for which the cost of repair would normally exceed that of replacement. Expendables can be used once only. They are normally identified by a part number in the maintenance and operational documentation issued, for the relevant aircraft or engine type, by the design organisation. Expendables are non-serialised.

**"GCS OWCS"** means this document and its contents.

**"Group"** means in relation to a company, that company and all other Affiliates of that company; and each company in a group is a member of that group. Unless the context requires otherwise, the application of the definition of Group to any company at any time applies to the company as it is at that time.

**"Insolvency Event"** means an event where a person (a) is deemed to be or states in writing that it is insolvent, (b) 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, (c) 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, or (d) takes steps, or is subject to actions, analogous to the items specified in (a) to (c) above.

**"Investigation"** means the investigation of a particular fault or condition in an item of Supplies.

**"IPR"** means patents, registered designs, trademarks, service marks (in each case, whether registered or not and rights to apply for the same), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, 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, 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 rules and regulations (regardless of its source), including judicial or administrative interpretation thereof, in force from time to time.

**"Loss"** and **"Losses"** means all losses, liabilities, damages, costs, claims, suits, judgments, orders, taxes and expenses (including legal fees on a full indemnity basis and other professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions) (however described, characterised or classified and whether direct or indirect).

**"Modification"** means the alteration of an engine/engine component in conformity with an Approved Standard. In particular, it will mean the work and material required to incorporate approved modifications, being modifications formally instructed by Buyer for any Supplies.

**"Notice of Termination for Convenience"** has the meaning given to it in Clause 15.2(a).

**"Non-Excusable Delay"** has the meaning given to it in Clause 14.2(a).

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“**Order**” means any purchase order, scheduling agreement, work request or any other form of purchase document issued by Buyer that incorporates these GCS OWCS by reference.

“**Order Terms**” means the instructions which Vendor must follow in its performance of an Order, and includes both the terms of these GCS OWCS and any additional instructions appearing on the Order.

“**Parts**” means any airframe part supplied or engine part manufactured by the engine manufacturer or airframer or their nominated OEMs (Original Equipment Manufacturers).

“**Party**” means a party to these GCS OWCS.

“**Price**” means the price for Work calculated in accordance with Clause 10. Prices are inclusive of all tooling costs required to perform Work.

“**Protected Parties**” has the meaning given to that term in Clause 19.5.

“**Quality Plan**” means the Rolls-Royce Quality Plan which is a controlled document which specifies processes, procedures, and associated resources, to be applied by whom and when to a specific project, product, process or contract.

“**Required Completion Date**” means, in respect of the item of Supplies, the date falling that number of calendar days after Supplies being the subject of an Order are delivered to Vendor as is set out in an Order.

“**SABRE**” means the full Supplier Management System Requirements which is the supplier element of the Buyer’s management system, as may be updated from time to time by the Buyer and which is available at <https://suppliers.rolls-royce.com/>.

“**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.

“**Successor Supplier**” means each and any supplier who Buyer or any of its Affiliates, appoints to provide any service equivalent to, or substantially the same as, or which replaces, the Work (or any part thereof) immediately after the termination or expiry of the Contract or an Order or Work (whether in whole or in part).

“**Supplies**” means any engine, module, unit or part thereof, or other associated equipment delivered to Vendor for the performance of Work, and when the context so dictates, such Supplies upon which Vendor has performed Work hereunder, in which case, such term will include any replacement parts or exchange parts incorporated therein.

“**Taxes**” means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and **Tax** and **Taxation** will be construed accordingly.

“**Termination Date**” has the meaning given to it in Clause 15.1(a).

“**Termination Event**” has the meaning given to it in Clause 15.1(a).

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, consolidated or replaced from time to time.

“**Turnaround Time**” means the number of complete calendar days to perform Work as stated in the Order Terms.

“**User Rights**” has the meaning given to that term in Clause 19.5.

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“Vendor” means the entity accepting the Order.

“Vendor’s Facility” means Vendor’s facility address.

“Vendor Supplied Parts” means Parts, Expendables and Consumables that are supplied by Vendor to Buyer in accordance with Clause 8.1 (a) that are necessary for Vendor to complete Work.

“Work” means any on-wing and off-wing, line and base maintenance work.

### 1.2 Construction

- (a) In these GCS OWCS unless the context otherwise requires any reference to:
- (i) an “amendment” includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and “amend” will be construed accordingly;
  - (ii) a Clause, sub-Clause or a schedule is a reference to a Clause or sub-Clause of, or a schedule to, these GCS OWCS;
  - (iii) a currency is a reference to the lawful currency for the time being of the relevant country;
  - (iv) “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”;
  - (v) “incorporation” includes the formation or establishment of a partnership or any other person and “incorporate” will be construed accordingly;
  - (vi) “jurisdiction of incorporation” includes any jurisdiction under the laws of which a person is incorporated;
  - (vii) a “person” includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, agency, committee, department, authority and other bodies, corporate or unincorporated whether having distinct legal personality or not;
  - (viii) 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;
  - (ix) these GCS OWCS or another document is a reference to these GCS OWCS or other document as amended (but without prejudice to any prohibition on amending these GCS OWCS);
  - (x) a Party or any other person includes its successors in title, permitted assigns and permitted transferees;
  - (xi) a provision of any Law is a reference to that provision as extended, applied or amended and includes any subordinate legislation; and
  - (xii) words imparting the singular include the plural and vice versa.
- (b) The headings in these GCS OWCS do not affect their interpretation.