Rev Date: August 2026 (v.9)

Terms and Conditions Application Guide

This Application Guide identifies the terms and conditions which apply to orders placed by Rolls-Royce entities ("**Order**") based on the Order creation date, unless otherwise superseded by a separate supply agreement with the relevant Rolls-Royce entity. Any Order placed outside the dates stated below are governed by the terms referenced on the relevant Order.

(A) Orders placed by a UK based Rolls-Royce entity:

- Orders for goods and services placed on or after 9th June 2025 will be subject to the **GCP (Goods and Services) UK (June 25).**
- Orders for goods and services placed between 7 December 2024 and 8th June 2025 will be subject to the **GCP (Goods and Services) UK (Dec 24).**
- Orders for goods and services placed between 27th November 2023 and 6th December 2024 will be subject to the **GCP (Goods and Services) UK 2023-11.**
- Orders for goods and services placed between 5th July 2021 and 26th November 2023 will be subject to the **GCP (Goods and Services) UK 2021-07**.
- Orders for services placed between 1st January 2012 and 5th July 2021 will be subject to the **GCP Services 2012-01**.
- Orders for goods placed between 1st January 2012 and 5th July 2021 will be subject to **GCP Goods 2012-01 UK**, referenced as "GCP Goods – UK" and for Orders placed between 4th May 2019 and 4th July 2021 for civil aerospace goods and / or defence aerospace goods the **Civil And Defence Aerospace Goods GCP Amendment Dec2018-01** (set out in Schedule 1 of this Application Guide) will also apply.
- Orders placed prior to 5th July 2021 referencing the Rolls-Royce General Conditions of Purchase Development Work UK 2018-03 will be subject to the **GCP Development Work 2018-03**, referenced as "GCP UK Development Work".

(B) Order placed by a Germany based entity:

- Orders for goods and services placed on or after 9th June 2025 will be subject to the **GCP (Goods and Services) Germany (June 2025)**.
- Orders for goods and services placed between 7th December 2024 and 8th June 2025 will be subject to the **GCP (Goods and Services) Germany (Dec 2024).**
- Orders for goods and services placed between 30th January 2024 and 6 December 2024 will be subject to the **GCP (Goods and Services) Germany 2024-01**.
- Orders placed for goods between 1st January 2012 and 30th January 2024 will be subject to the **GCP Goods 2012-01.**
- Orders for services placed between 1st January 2012 and 30th January 2024 will be subject to the **GCP Services 2012-01**.
- where such Order is placed from 4th May 2019 and is for civil aerospace goods and / or defence aerospace goods the **Civil And Defence Aerospace Goods GCP Amendment Dec2018-01** (set out in Schedule 1 of this Application Guide).

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(C) Order placed by a US based entity:

- Orders for goods and services placed on or after 9th June 2025 will be subject to the **GCP (Goods and Services) US (June 2025)**.
- **Orders for Goods:** Orders placed by Rolls-Royce for Goods will be subject to the following:

- Any Order placed by a US-based Rolls-Royce entity before 9th June 2025 will be subject to **GCP Goods 2018-03 US**.
- where such Order is placed from 4th May 2019 to 8th June 2025 and is for civil aerospace goods and / or defence aerospace goods the **Civil And Defence Aerospace Goods GCP Amendment Dec2018-01** (set out in Schedule 1 of this Application Guide).

- **Services:** Orders placed by a Rolls-Royce company for Services from January, 1st 2012 will be subject to **GCP Services 2012-01**.

(D) Orders placed on or after 1st April 2015 by (i) a Singapore-based Rolls-Royce entity; (ii) a People's Republic of China-based Rolls-Royce entity; and/or (iii) an India-based Rolls-Royce entity

With effect from 1st April 2015:

- Any Order placed by a Singapore-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2015-04 Si**.

- Any Order placed by a Singapore-based Rolls-Royce entity for Services will be subject to **GCP Services 2015-04 Si**.

- Any Order placed by a People's Republic of China-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2015-04 PRC**.

- Any Order placed by a People's Republic of China-based Rolls-Royce entity for Services will be subject to **GCP Services 2015-04 PRC**.

- Any Order placed by an India-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2015-04 In**.

- Any Order placed by an India-based Rolls-Royce entity for Services will be subject to **GCP Services 2015-04 In**.

(E) Orders placed on or after 1st June 2016 by (i) a Singapore-based Rolls-Royce entity and/or (ii) an India-based Rolls-Royce entity

With effect from 1st June 2016:

- Any Order placed by a Singapore-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2015- 04 Si**.

- Any Order placed by a Singapore-based Rolls-Royce entity for Services will be subject to **GCP Services 2016-06 Si.**

- Any Order placed by an India-based Rolls-Royce entity for Goods will be subject to GCP **Goods 2016- 06 In**.

- Any Order placed by an India-based Rolls-Royce entity for Services will be subject to **GCP Services 2016-06 In**.

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(F) Orders placed on or after 3rd March 2018 by (i) a Singapore-based Rolls-Royce entity; (ii) a People's Republic of China-based Rolls-Royce entity; and/or (iii) an India-based Rolls-Royce entity

With effect from 3rd March 2018:

- Any Order placed by a Singapore-based Rolls-Royce entity for Goods will be subject to i) **GCP Goods 2017-11 Si**; and ii) where such Order is placed from 4th May 2019 and is for civil aerospace goods and / or defence aerospace goods the **Civil And Defence Aerospace Goods GCP Amendment Dec2018-01** (set out in Schedule 1 of this Application Guide).
- Any Order placed by a Singapore-based Rolls-Royce entity for Services will be subject to **GCP Services 2017-11 Si**.
- Any Order placed by a People's Republic of China-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2017-11 PRC**.
- Any Order placed by a People's Republic of China-based Rolls-Royce entity for Services will be subject to **GCP Services 2017-11 PRC**.
- Any Order placed by an India-based Rolls-Royce entity for Goods will be subject to **GCP Goods 2017-11 In**.
- Any Order placed by an India-based Rolls-Royce entity for Services will be subject to **GCP Services 2017-11 In**.

(G) Orders placed by a Norway based Rolls-Royce entity:

- Orders for goods and services placed on or after 30th January 2024 will be subject to the **GCP (Goods and Services) Norway 2024-01**.
- Orders for goods and services placed between 14th December 2022 and 30th January 2024 will be subject to the **GCP (Goods and Services) 2022-11 Norway**.
- Orders for services placed between 1st January 2012 and 13th December 2022 will be subject to the **GCP Services 2012-01**.
- Orders placed for goods between 1st January 2012 and 13th December 2022 will be subject to the **GCP Goods 2021-01 No** (referenced as **"GCP Goods – Norway**").

(H) Orders placed by a Hungary based Rolls-Royce entity:

- Orders for goods and services placed on or after 30th January 2024 will be subject to the **GCP (Goods and Services) Hungary 2024-01**.
- Orders placed for goods and services placed between 1st December 2022 and 30th January 2024 will be subject to the **GCP Hungary Dec 2022**.
- Orders for goods and services placed between 1st April 2020 and 30th November 2022 will be subject to the General Conditions of Purchase Rolls-Royce Hungary KFT.-01 April 2020 (referenced as "**GCP Hungary April 2020**").

(I) Orders placed by a Saudi Arabia based Rolls-Royce entity:

- Orders for goods and services placed on or after 17th August 2026 will be subject to the **GCP (Goods and Services) Saudi Arabia 2026-08**.

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Other GCP Terms

Any Order referencing the General Conditions of Purchase for Rolls-Royce Submarines Sub-Contracts will be subject to: **GCP Submarines dated Feb 2017**

Any Order referencing the General Conditions of Purchase for Goods or Work (ARO) will be subject to: **GCP Repair and Overhaul UK dated 2010**

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SCHEDULE 1
Civil And Defence Aerospace Goods GCP Amendment Dec2018-01

1. APPLICABILITY

Where the Application Guide determines that this **Civil And Defence Aerospace Goods GCP Amendment Dec2018-01** applies, then the General Conditions applicable to the Order is amended as set out in this Schedule 1.

2. Subject to clause 1 above, the following General Conditions are amended as set out in this clause 2:

a) GCP Goods 2012-01 UK;
b) GCP Goods 2012-01 GE; and
c) GCP Goods 2017-11 Si.

2.1 Clause 4.4 is deleted in its entirety and replaced by the following clause 4.4:

"*4.4 Subject to compliance with applicable Law, where the Parties have formally entered into a selfbilling arrangement then, after the later of the Scheduled Receipt Date or Receipt 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. The Supplier will not raise its own invoice for the Deliverables and will notify the Buyer as soon as practicable if its VAT registration number changes; it ceases to be VAT registered; or there are any other changes which may affect how VAT is assessed in relation to the Contract."*

2.2 Clause 4.5 is deleted in its entirety and replaced by the following clause 4.5:

"4.5 Where the Parties have not formally entered into a self-billing arrangement then the Supplier will submit an invoice to the Buyer's applicable financial service centre after the later of the Scheduled Receipt Date or the Receipt of all the Deliverables. Such invoice will be in a form and format acceptable to the Buyer."

2.3 Clause 5.1 is deleted in its entirety and replaced by the following clause 5.1:

"5.1 The Supplier will, at no additional costs to the Buyer, deliver the Deliverables completely packaged with all documentation required by the Contract either:

(a) DDP (Incoterms 2010); or
(b) FCA (Incoterms 2010)

as specified in the Order and to the location specified in the Order."

2.4 Clause 5.7 is deleted in its entirety and replaced by the following clause 5.7:

"5.7 The Supplier will ensure, and it is a condition of the Contract that, title to a Deliverable transfers to the Buyer on Receipt with full legal and beneficial title and free from all Security Interests.

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Notwithstanding anything contained in the Incoterms 2010, risk of loss or damage to a Deliverable will pass to the Buyer on Delivery and not before."

2.5 Clause 19 is deleted in its entirety and replaced by the following clause 19:

*"**19. ETHICS***

19.1 The Supplier represents, warrants and undertakes to the Buyer that neither it nor its Affiliates, directors, employees, representatives nor any other person acting on its or their behalf have engaged, or will engage, in any conduct which was or would be an offence under any of the ABC Laws (whether or not the Supplier is subject to that ABC Law).

19.2 The Supplier represents, warrants and undertakes to the Buyer that neither it nor its Affiliates, directors, employees, representatives nor any other person acting on its or their behalf have authorised, offered, promised, paid or otherwise given, or will authorise, offer, promise, pay or otherwise give, any Inappropriate Inducement.

19.3 The Supplier will, comply in full with, and acknowledges receipt of, the Rolls-Royce Global Supplier Code of Conduct, as in force from time to time.

19.4 The Supplier undertakes not to:

(a) act in breach of any duty of confidentiality owed to any third party in the course of performing its obligations under the Contract; and

(b) offer or provide any Prohibited Information, whether specifically related to the subject matter of the Contract or otherwise."

2.6 The following definitions are added in the correct alphabetical position to the list of definitions in 'Schedule 1: Interpretation':

*""**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.*

*"**Government 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 (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:*

(a) any Government Official; or

(b) any director, officer, employee, agent or representative of any commercial organisation or private individual; or

(c) 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.

*"**Prohibited Information**" means any information whether offered in written, verbal or other form that such Supplier is not authorised to have and/or use in connection with the Contract, including, but not limited to, any*

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information from a competitor's confidential proposals, bid terms or contract and pricing terms.

*"**Receipt**" and "**Received**" means notwithstanding the delivery term used (whether an INCOTERM or otherwise), formal receipt by Buyer's goods received area at Buyer's premises*

*"**Scheduled Receipt Date**" means the date the Buyer would have formally Received the relevant Deliverable had it been Delivered on the Scheduled Delivery Date."*

3. INTERPRETATION AND GOVERNING LAW

3.1 All definitions, terms, conditions and other provisions of the General Conditions not otherwise changed by this amendment remain in full force and effect and shall govern and interpret this amendment.

3.2 This amendment is, and any contractual and/or non-contractual claims, actions and obligations arising out of or in relation to it are governed by and will be construed in accordance with the law, courts and other dispute resolution methods as may be specified in the General Conditions.

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