

**FOR CONTRACTS MADE BETWEEN ROLLS-ROYCE PLC AND THE SUPPLIER, THE FOLLOWING PROVISIONS (29-35) WILL ALSO APPLY:**

**29. GOVERNING LAW AND JURISDICTION:**

29.1. The Procurement Conditions are governed by and will be construed in accordance with, English Law. The English courts have jurisdiction to settle any dispute arising out of or in connection with the Procurement Conditions and the legal relationships created by the Procurement Conditions and each Party submits to the exclusive jurisdiction of the English courts with respect to such disputes.

29.2. If the Supplier is based outside the UK it will provide the name and contact details of its process agent 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 must immediately appoint another agent and notify R-R the details of such agent. The Supplier agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other method of service allowed by law.

29.3. All non-UK based Suppliers: (a) waive any objection to the courts of England on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Procurement Conditions, and (b) agree that a judgment or order of a court of England in connection with the Procurement Conditions be binding on it and may be enforced against it in the courts of any other jurisdiction; and (c) represents and warrants that it is subject to civil and commercial law with respect to its obligations and that neither it nor its assets enjoys any right of immunity from set-off, suit or execution and it hereby waives any immunity it may have inconsistent with the foregoing.

**30. LATE DELIVERY:** If delivery is delayed other than for reasons set out in clause 23 (Force Majeure), then without prejudice to R-R's other rights and remedies, the Supplier will pay R-R a late delivery charge in an amount equal to two and a half percent (2.5%) of the invoice amount of the delayed Deliverables for each week of delay, calculated on a daily pro-rata basis, not to exceed an aggregate amount of ten percent (10%) of such invoice amount. R-R and Supplier agree that actual costs suffered by R-R as a result of a late delivery may be difficult to ascertain, uncertain in nature and incapable of exact determination in each instance, and that the late delivery charge is a good faith estimate of the internal costs suffered by R-R, and not a penalty, resulting from late delivery.

**31. INTEREST RATE:** If R-R does not make payment in accordance with clause 4.3, the Supplier will be entitled to recover a sum from R-R equal to the interest it pays or loses as the case may be in consequence of such late payment upon provision of evidence of such payment/loss. The amount so recoverable will not in any event exceed a sum equivalent to interest at 0.6% above the Bank of England's base rate on the overdue payment for the period between the dates on which the payment was due and made. For these purposes, the Bank of England's base rate will be that applicable at the date on which the overdue payment was due. The Parties acknowledge and agree that such payments are sufficient to compensate the Supplier for any such late payment.

**32. PROVIDING SERVICES ON A ROLLS-ROYCE SITE:**

32.1. The Supplier will indemnify R-R against any liability claim or proceedings howsoever arising in respect of death or personal injury to any person, arising out of or caused by the carrying out or provision of the Deliverables, unless due to negligence by R-R or its employees, and any damage whatsoever to any property real or personal, arising out of or caused by the carrying out or provision of the Deliverables, provided that the same is due to any act, omission or default of the Supplier or its employees, servants or agents and will maintain such insurances as are necessary to cover its liability. The Supplier will produce for inspection documentary evidence that the insurances required under this clause 32 are properly maintained, if required to do so by R-R.

32.2. If the Supplier fails to obtain insurance as required under this clause, R-R may itself take out such insurance at the Supplier's cost and expense.

**33. LEGAL NOTICES:**

33.1. All legal notices must be written in English and subject to clause 29.2, be delivered by hand or by registered or certified post to the address of the party listed in the relevant Order for the attention of the receiving party's company secretary or equivalent person in charge of legal compliance. Legal notices will not be effective if sent by fax.

33.2. Any communication will be deemed to be given as follows: (a) if delivered in person, at the time of delivery, or (b) if sent by commercial courier service or registered or certified post at the date and time of signature of delivery receipt provided that in each case where delivery occurs after 6.00pm on a business day at the recipient's location or at any time on a day which is not a business day, service will be deemed to occur at 9.00am on the next following business day.

33.3. R-R or the Supplier may change the name and address for service by giving not less than 5 business days' notice to the other.

**34. SURVIVAL:** All the provisions of this GCP Country Schedule (UK) will survive any expiry or earlier termination or after the Order becomes impossible of performance or is otherwise frustrated.

**35. R-R PROPERTY:** In relation to clause 5 of the GCP, the Supplier will, on written notice from R-R, allow R-R onto its premises (or the premises of any third party where R-R's goods are held) to allow it to inspect and/or re-take possession of any of such R-R property.