

GCP COUNTRY SCHEDULE (US)

FOR ROLLS-ROYCE CORPORATION, ROLLS-ROYCE NORTH AMERICA INC., ROLLS-ROYCE CROSSPOINTE LLC, OR ROLLS-ROYCE ENGINE SERVICES – OAKLAND INC., THE FOLLOWING PROVISIONS (29-46) WILL ALSO APPLY:

29. GOVERNING LAW: The Procurement Conditions and any claim, controversy or dispute arising under or related to the Procurement Conditions, the relationship of the parties, or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of the State of New York without regard to any conflicts of law principles.

Supplier consents to the jurisdiction of New York courts. Any action arising out of or relating to the Procurement Conditions will be brought in the State of New York. The application of the United Nations Convention for International Sale of Goods dated April 11th, 1980, is hereby expressly excluded.

30. INDEMNIFICATION: Supplier will indemnify and hold harmless R-R and R-R customers from and against all losses, liabilities, claims or demands whatsoever (including without limitation, all costs, expenses and attorney fees), arising out of or incident to (i) Supplier's breach of the representations, warranties, or covenants set forth herein, (ii) all third party claims brought against RR, and (iii) any personal injury (death) or any damage to or loss or destruction of property, in any manner based upon, occasioned by, or attributable or related to the Deliverables or to any act or omission, negligent or otherwise, in the performance, negligent performance, or non-performance of an Order whether by Supplier, its subcontractors, any employee of Supplier or its sub-contractors, (except where such third party claim, injury to or death of persons or damage to or loss or destruction of property is due solely to the negligence of R-R, its officers, agents or employees).

31. TOXIC SUBSTANCES, MSDS, INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:

(a) Supplier warrants that each chemical substance delivered under an Order will, at the time of sale, transfer and delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8 (B) of the Toxic Substance Control Act (Public law 94-469). (b) Supplier will submit to R-R prior to and with each shipment, Material Safety Data Sheets prepared in accordance with the OSHA Hazardous Communication Standard, 29 CFR 1919.1200. (c) If requested by R-R, Supplier will promptly furnish to R-R in such form and detail as R-R may direct: (1) a list of all ingredients in the Deliverables purchased hereunder; (2) the amount of one or more of the ingredients; and (3) information concerning any changes in or additions to such ingredients. If Supplier does not have immediate access to this information, Supplier will use all reasonable efforts to obtain this information and furnish it as requested to R-R as soon as possible after delivery. (d) Prior to and with the shipment of the Deliverables purchased hereunder, Supplier agrees to furnish to R-R sufficient warning and notice in writing (including appropriate labels on the Deliverables, containers and packing) of any hazardous material which is an ingredient or a part of any of the Deliverables, together with such special handling instructions as may be necessary to advise carriers, R-R, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Deliverables, containers and packing shipped to R-R. (e) Supplier will comply with all laws, orders and regulations pertaining to the use, storage, and disposal of restricted toxic and hazardous materials.

32. CONFLICT MATERIALS: If you are supplying a product, i.e. an item other than services, software or data, your delivered product is not to contain any conflict minerals, tantalum, tungsten, tin or gold, that originated in the Democratic Republic of the Congo or any adjoining countries which are defined as Angola, Burundi, Central African Republic, Congo Republic (a different nation than DRC), Rwanda, Sudan, Tanzania, Uganda, and Zambia.

This requirement must be flowed down to all of your sub tier suppliers. If at any stage of manufacture or production it is determined by you or any of your sub tier suppliers that any conflict minerals that were incorporated into the product(s) being delivered to Rolls-Royce, originated in a covered country, you must provide a listing of the conflict mineral(s) and original covered country.

33. TECHNICAL INFORMATION DISCLOSED: Any designs, items, components, process drawings, specifications, information, data or computer programs which Supplier discloses to R-R in connection with this Order and which Supplier has not marked with a limited rights legend, in accordance with the applicable clause in DFARS part 252.227, will not be considered proprietary to Supplier or in any way restrict R-R's use of such data.

34. COMPLIANCE WITH LAWS: Supplier and R-R will comply with Fair Labor Standards Act of June 30, 1938 (USC 201-209) as amended, Occupational Safety and Health Act, Americans with Disabilities Act, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Immigration Reform and Controls Act, Family and Medical Leave Act, 29 CFR

part 471, appendix A to subpart A, pertaining to employee rights under federal labor laws, and any and all other federal, state and local laws, statutes, ordinances, rules, regulations, codes, orders and/or programs including but not limited to identification and procurement of required permits, certificates, approvals and inspections, labor and employment obligations, affirmative action, wage and hour laws and any other laws which subsequently become applicable under the Procurement Conditions.

35. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: This Order incorporates by reference: (a) all provisions of 41 C.F.R.60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R.60-300.5(a), as amended, pertaining to affirmative action for veterans; and (c) all provisions of 41 C. F. R. 60-741.5(a), as amended, pertaining to the affirmative action for individuals with disabilities. Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Supplier certifies that it is in compliance with all applicable provisions of 41 C.F.R.60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. R-R requests that Supplier adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, disability, or any other legally protected characteristic.

36. LEGAL NOTICES: All legal notices must be written in English and will be sent by registered or certified mail to the Parties at the addresses listed on the Order for the attention of the Legal Department or its approved and/or registered agent pursuant to the Secretary of State of qualification or incorporation's records. Legal notices will not be effective if sent by fax. Any notice or communication in connection with this Order will be deemed to be given as follows: (a) if delivered in person, at the time of delivery; and (b) if sent by commercial courier service or registered or certified mail, on the date and at the time of signature of the delivery receipt.

37. THIRD PARTY LOGISTICS: All Deliverables covered by the Procurement Conditions are subject to R-R's Third-Party Logistics (3PL) program.

38. INTELLECTUAL PROPERTY: Supplier acknowledges that R-R is the Original Equipment Manufacturer (OEM) of, and owns all right and title to the technical data provided to Supplier in connection with the Deliverables covered by the Procurement Conditions.

In consideration for the intellectual property provided to Supplier by R-R as well as technical assistance to expedite Supplier qualification, funding for tooling, cost of non-recurring expense and qualification pieces, Supplier agrees that it may sell Deliverables contemplated by the Procurement Conditions (including revisions over time) only to R-R or to third parties authorized in writing by R-R. Any sale of such Deliverables to any third party without express written consent from R-R will constitute a material breach of the Procurement Conditions for which R-R will be entitled to obtain immediate injunctive relief without the necessity of posting bond, in addition to any other remedy available at law or in equity.

All intellectual property, including know-how and technical data such as blueprints, specifications, and shop and inspection routings provided to Supplier in connection with its performance under the Procurement Conditions is confidential and proprietary to Supplier and may not be used by Supplier or disclosed by Supplier to any third party except as necessary for Supplier to perform obligations under the Procurement Conditions or as otherwise approved by R-R in writing.

All copies of such know-how and technical data will be returned to R-R upon the completion, cancellation, or termination or expiration of the Procurement Conditions.

While the United States Government may have rights to some technical data associated with the Deliverables or any engine part covered hereunder, R-R must protect its intellectual property associated with the Deliverables or engine parts. Supplier agrees to promptly notify R-R in the event it receives a Request for Proposal (RFP), Request for Information (RFI), or similar inquiry from a third party about performing the manufacture or remanufacture of any engine parts,

Deliverables, components or other elements covered by the Procurement Conditions or related Orders. The R-R buyer and Supplier will meet and confer on whether and how Supplier can respond to the inquiry.

39. SECURITY INTEREST: All such material, tools and equipment identified in the Rolls-Royce Tool List (GT6351) that is solely used for production of parts identified in the Procurement Conditions, while in the Supplier's possession, custody and/or control will be held at Supplier's risk and will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to R-R.

Supplier grants to R-R a security in all such tools, materials and equipment. The Supplier will, at R-R's request execute and deliver to R-R a brief description of the collateral or such financing statements, amendments and other necessary documents in order to establish and maintain a valid, attached and perfected security interest in the tooling referenced in Clause 27 of the GCP and described in the Rolls-Royce Tool List (GT6351) within 30 days of receipt of this Order, unless otherwise agreed to in writing by both Parties. Supplier acknowledges that failure to do so constitutes a material breach of the Procurement Conditions. Supplier irrevocably authorizes R-R to file in any jurisdiction any initial financing statements and amendments as required by Article 9 of the Uniform Commercial Code or any equivalent state statute. Supplier agrees to furnish any such information needed to complete these filings to R-R promptly upon request. Supplier further ratifies and affirms its authorization for any financing statements and/or amendments, executed and filed by R-R in any jurisdiction prior to the date of this Order.

In addition to the above, within 30 days of receipt of this Order, Supplier will provide notice to its Secured Lenders of R-R interest in the above referenced tooling. Supplier acknowledges that failure to do so constitutes a material breach of the Procurement Conditions.

In the event of Supplier's bankruptcy or Supplier defaults on any of its realty leases, R-R reserves the right to enter Supplier's premises during normal business hours to remove such tools, materials or equipment that is for the sole use of R-R.

40. FURTHER ASSURANCES: Supplier agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as R-R may deem necessary to establish and maintain a valid security interest in the equipment, materials and tooling referenced in Clause 39 (free of all other liens and claims except permitted encumbrances) to secure the payment and performance of the Procurement Conditions and to defend title to the materials, equipment and tooling referenced in Clause 39 against any person(s) claiming any interest therein adverse to R-R. R-R will execute and file a financing statement in those public offices deemed necessary to protect the security interests of R-R herein granted. If permitted by law, Supplier agrees that a carbon, photographic or other reproduction of a financing statement may be filed as a financing statement.

41. SET OFF: In addition to any right of setoff provided by law, all amounts due Supplier will be considered net of indebtedness of Supplier to R-R and its subsidiaries; R-R may deduct any amounts due or to become due from Supplier to R-R and its subsidiaries from any sums due or to become due from R-R to Supplier.

42. OFF SET TRADE: Supplier will inform R-R of foreign content in Deliverables, including but not limited to the country of origin and dollar value of material and labor. Offset credits generated for all Deliverables purchased will be available solely for utilization by R-R against any offset obligation resulting from sales made by R-R to the country where such Deliverables were purchased. R-R may also assign such credits generated to an affiliated business entity. Should R-R, for the sake of realizing a sale of R-R Deliverables, have to accept offset trade obligations with customers or countries, Supplier will endeavour to support such activities by undertaking to do its own offset trade, commensurate with the value of the Deliverables in relation to the Deliverable's price, for credit against R-R.

43. IMPORTER SECURITY FILING: To comply with Importer Security Filing (ISF) Requirements for ocean shipments to the United States, the following data elements shall be sent via electronic mail to the Rolls-Royce Customs Compliance Office-US a minimum of 3 business days prior to cargo lading: Automated Manifest System (AMS) bill of lading number (lowest level), vessel name, voyage number, cargo lading date, Seller name and address, Buyer name & address, Importer of Record Number, Consignee number, Manufacturer (Supplier) name and address, Ship-to name and address, Container Stuffing location name and address, Consolidator (Stuffer) name and address, and Country of origin, Harmonized Tariff Number, and Rolls-Royce part number of each invoice line item. The ISF pre-alert shall also include invoice(s) for the shipment.

44. C-TPAT: Supplier will ensure adherence to the security criteria of the Customs-Trade Partnership Against Terrorism (C-TPAT) program of the United States Customs & Border Protection including but not limited to business partner

selection, container & trailer security, physical access controls, personnel security, procedural security, physical security, information technology security, and security training and threat awareness unless otherwise prohibited by law. Detailed C-TPAT minimum security criteria are available at <https://suppliers.rolls-royce.com>. Supplier will provide a security questionnaire, access to facilities (Clause 6.4), and/or other written verification of adherence to these criteria upon request, including those of sub-tier suppliers or service providers chosen by the Supplier in provision of the Deliverables. Supplier will notify R-R immediately of any breach of security in the supply chain. Supplier acknowledges failure to respond to requests in this Clause and/or subsequent corrective actions will be reasonable grounds for termination of the order in accordance with Clause 7.

45. LATE DELIVERY: If delivery is delayed other than for reasons set out in clause 23 (Force Majeure), then without prejudice, and in addition 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 costs suffered by R-R, and not a penalty, resulting from late delivery. The late delivery charge does not include charges that R-R may be liable to a third-party for.

46. TIME IS OF THE ESSENCE: TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THE SUPPLIER'S DELIVERY OBLIGATIONS UNDER THE PROCUREMENT CONDITIONS. R-R and Supplier confirm their intention and agreement that time is of the essence for the Supplier's delivery of conforming Deliverables under the Procurement Conditions, notwithstanding any subsequent modification or extension of any date or time period that is provided for under the Procurement Conditions. R-R and Supplier agree that time is of the essence for the Supplier's delivery of conforming Deliverables under the Procurement Conditions will not be waived or modified by any conduct of the Parties and may only be modified or waived by the express written agreement of R-R and Supplier.

FOR ROLLS-ROYCE CORPORATION THE FOLLOWING PROVISIONS (47 and 48) WILL ALSO APPLY:

47. DIRECT PAY PERMIT: Rolls-Royce Corporation has been issued Direct Pay Permit No. 0005631904 by the State of Indiana. Therefore, Supplier is not required to collect Indiana sales tax on purchases from Rolls-Royce Corporation. Rolls-Royce Corporation will remit Indiana sales tax directly to the State of Indiana. If this Order specifies labor and material, material costs will have to be stated separately on Supplier's invoice.

48. VENDOR MANAGED INVENTORY

48.1 If requested by R-R, Supplier agrees to participate in an inventory management and continuous replenishment program ("**VMI Program**") with the third party logistics provider ("**3PL**") at a R-R designated third party logistics facility ("**3PL Facility**") for those Deliverables specified as vendor managed inventory parts in the Order ("**VMI Parts**"). Supplier shall have the VMI Program fully implemented no later than thirty (30) days after the Order effective date or as agreed upon by R-R.

48.2 VMI Parts will be moved from Supplier to the 3PL Facility through the normal R-R inbound shipping procedures and the contractual shipping terms. The 3PL will manage the inbound VMI Parts from Supplier at the 3PL Facility. The 3PL will segregate such VMI Parts from R-R owned inventory so that the VMI Parts are clearly identifiable. In addition, once the VMI Parts have been placed in the custody of the 3PL, such 3PL will also be given the right to control the VMI Parts, along with Supplier and Supplier's agent, until such VMI Parts are Purchased. VMI Parts will be deemed purchased ("Purchased") by R-R when either (a) R-R requests one or more VMI Parts, and the 3PL physically releases such VMI Parts to R-R; or (b) the 3PL releases the VMI Parts to R-R in accordance with clause 48.8.

48.3 All rights, title, risk of loss, management, and control to VMI Parts, regardless of whether such VMI Parts are stored at a 3PL Facility or at another location, shall remain with the Supplier until the VMI Parts are Purchased. Supplier understands and agrees that upon delivery of VMI Parts to the 3PL Facility, R-R will not assume any responsibility for or undertake any care, custody, or control of the VMI Parts unless and until Purchased.

48.4 All VMI Parts will ship to the 3PL Facility as may be specified by R-R upon written notice to the Supplier. The written notice will reference the Order number and VMI Part number.

48.5 Supplier agrees to hold and maintain the VMI Parts within the minimum and maximum quantities identified in the Order ("**Min/Max Range**" or separately "**Minimum Range**" and "**Maximum Range**").

48.6 Supplier will stock VMI Parts as required for R-R's production or re-sale. R-R will issue normal demand forecast to signal replenishment of VMI Parts to the 3PL Facility. R-R will provide forecast information to Supplier so Supplier can stage VMI Parts for timely delivery to Rolls-Royce. Supplier will deliver VMI Parts to the 3PL Facility according to the electronic procurement marketplace system used by R-R from time to time (including the Exostar system) ("EPM").

48.7 The Min/Max Range will be mutually agreed to by the Parties and managed via the 3PL portal. The Min/Max Range will be based on the average consumption from the R-R provided forecasted demand through EPM. The Min Range is set at two (2) weeks of average consumption. The Max Range is set at four (4) weeks of average consumption. Upon written agreement, the Parties may adjust the Min/Max Range for any of the VMI Parts. Supplier will ensure sufficient quantities of VMI Parts are held and maintained within the Min/Max range that meet R-R's forecast demand; and will at all times hold the Min Range for all VMI Parts.

48.8 R-R will regularly review any VMI Part inventory levels at the 3PL Facility for aging:

48.8.1 if any VMI Part's Maximum Range is exceeded due to R-R "schedule arrears" then R-R will follow the "over max, in arrears" process where R-R will Purchase the excess quantity so that the VMI Part inventory is returned to the Max Range;

48.8.2 if the VMI Part inventory has been stocked into the VMI Program for more than forty-five (45) consecutive days at the 3PL Facility, then R-R will consider Purchasing such VMI Part inventory; or

48.8.3 if requested by the Supplier.

48.9 Title, risk of loss, management and control of VMI Parts will at all times remain with the Supplier until the VMI Parts are Purchased by Rolls-Royce. R-R reserves the right to audit any transactional history associated with a specific VMI Part prior to purchasing any excess, obsolete, or non-cancellable/non-returnable ("NCNR") materials. Such audit may include but is not limited to (a) inventory levels prior to Supplier's request to have R-R purchase such excess, obsolete or NCNR materials, (b) Supplier's inventory usage records; or (c) inventory certification materials.

48.10 Each Party will be responsible for all of its tax payments and liabilities relating to the VMI Program. The Supplier will either file its own return with respect to tangible personal property located in Indiana or will make arrangements with 3PL to file such personal property return and assume responsibility for any related property taxes.

48.11 Each Party will be the importer of record with respect to its importation of tangible personal property from outside the United States and shall be responsible for all customs duties, imposts, fees, sanctions, costs or similar charges related to or arising out of the initial importation of such into the United States.

48.12 If the VMI Program is terminated by R-R or Supplier, R-R will have the option to Purchase the VMI Parts at prices being validly charged as of the last day of the VMI Program. The return of any VMI Parts held at a 3PL Facility to the Supplier will be at the expense of the terminating Party.

FOR ROLLS-ROYCE ENGINE SERVICES – OAKLAND INC. THE FOLLOWING PROVISIONS (49 and 50) WILL ALSO APPLY:

49. CONDITIONS APPLICABLE ONLY FOR US GOVERNMENT ORDERS

If this Order is placed pursuant to a US Government prime contract or subcontract referenced by a number or otherwise in this Order, then, in addition to those clauses set forth above, the following contract clauses as set forth in the Defense Acquisition Regulation (DAR) and the Armed Services Procurement Regulation (ASPR) are incorporated herein and are applicable hereto by this reference except for those contract clauses which are deemed non-applicable in DAR/ASPR (or by the clauses themselves) based on the dollar value of this Order. Within such DAR and ASPR clauses, the term "Contractor" shall mean the Supplier; the term "Contract" shall mean this Order; and the terms "Government," "Contracting Officer," and equivalent phrases shall mean R-R. All references DAR and ASPR paragraph numbers refer to current paragraphs and revisions in effect as of the date of the respective Government prime contract referenced in this Order with the exception of DAR/ASPR7-104.83 (Cost Accounting Standards), which shall be governed by DAR/ASPR3-1204.2. Copies of DAR and ASPR may be obtained from the Government Printing Office, Washington, D.C. The applicable Patent Rights Clause may be obtained from R-R.

50. NOTES & INSTRUCTIONS TO SUPPLIER: In addition to all other obligations in the Order, the Supplier accepts and must comply with all of the following:

- 50.1. The correct RR Order (P.O.) number must appear on all shipping notices, invoices, packing slips, packages and correspondence.
- 50.2. A written acknowledgement of the Order must be properly filled in and returned to R-R within ten (10) working days.
- 50.3. A packing slip must accompany each case or parcel showing the correct R-R Order (P.O.) number and complete description of all contents.
- 50.4. R-R will not pay for any charges for packing, handling, or cartage unless otherwise expressly agreed by R-R.
- 50.5. R-R may return any and all Goods shipped not in conformity with the Procurement Conditions at Supplier's expense.
- 50.6. No substitutions are to be made against this Order without written permission from R-R.
- 50.7. R-R may return any unauthorized over shipments at the Supplier's expense,
- 50.8. Any deviation by the Supplier (including its agents) from routing specified on face of Order may result in any associated costs, charges or other liabilities being back charged to Supplier. The Supplier should notify all of its suppliers, subcontractors and agents, if applicable, accordingly.
- 50.9. Prepaid freight charges, IF FOR R-R's ACCOUNT, must be rendered by invoice with copies of supporting documents attached.