

Legal Information

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Web site materials

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Further information


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Corporate Trademarks

- Rolls-Royce
- RR monogram 
- Rolls RR Royce Badge

are registered trademarks of Rolls-Royce.

Privacy Policy

Users (as defined below) and their Operators (as defined below) must register in order to access and use Rolls-Royce Care. Rolls-Royce will use the personal information (being the name, address, email address and other contact information provided) of those Users and/or Operators in order to administer their use of Roll-Royce Care and any requests for and/or orders of Information (together with any orders for spare parts through the Platform (as defined below)) made through Rolls-Royce care.

Rolls-Royce will not use the personal information provided by Users and/or Operators for any other purposes.

Rolls-Royce Care – Terms and Conditions of Usage

- A This secure Rolls-Royce customer website known as Rolls-Royce Care.com ("**Rolls-Royce Care**") provides Users (as defined below) with information, materials and documentation relating to the customer's Rolls-Royce engines ("**Information**") together with a platform for ordering spare parts (the "**Platform**").
- B These terms and conditions ("**Terms and Conditions**") are supplemental to:
- (a) the terms and conditions set out in the Legal Information (above);
 - (b) the Underlying Agreements (as defined below); and
 - (c) the Platform Supplemental Terms (as defined below)
- and set out the basis on which Rolls-Royce is willing to grant free-of-charge access to and the Rolls-Royce customer (the "**User**") agrees to access and use the Information and/or the Platform within Rolls-Royce Care.

1. Operating Policy

- 1.1 Rolls-Royce allows the User and the agreed number of nominated personnel ("**Operators**") to access the Information and/or the Platform within Rolls-Royce Care in connection with the User's operation, or otherwise, of Rolls-Royce engines, together with a Training Manual in respect of the use and operation of Rolls-Royce Care, subject to these Terms and Conditions.
- 1.2 Spare parts ordered on the Platform are ordered in accordance with and sold subject to the terms of the existing underlying agreements that the User has with Rolls-Royce, its subsidiaries or its associated companies (the terms of which are incorporated here by reference) (the "**Underlying Agreements**"). The User is only authorised to use the Information contained in, accessible through and/or ordered through Rolls-Royce Care and/or use the Platform as a result of the commercial relationship between Rolls-Royce and the User which is governed by the Underlying Agreements.
- 1.3 The Platform utilises software (and is hosted by) a third party supplier to Rolls-Royce. Accordingly, in addition to these Terms and Conditions (including, without limitation, Annex 1), access to the Platform is subject to the supplemental terms of the third party supplier set out in Annex 2 (the "**Platform Supplemental Terms**").
- 1.4 Rolls-Royce may, at its discretion, monitor and limit on-line communication within Rolls-Royce Care.
- Rolls-Royce reserves the right to screen information provided by the User and to remove any information or communication that it determines to be in violation of these Terms and Conditions and any applicable laws or regulations.
- 1.5
- 1.6 The User agrees not to post or transmit on or through Rolls-Royce Care any defamatory statements, obscene or indecent material, unauthorised copyright, trademark or service mark or to interfere with the use by others of Rolls-Royce Care.
- 1.7 The User shall be responsible for the observance of and compliance with these Terms and Conditions by the Operators.

2. Intellectual Property/Use of Information

- 2.1 The User, through its Operators, is granted access to those parts of Rolls-Royce Care specified in the Functionality Schedule (which will be sent to and

held by the customer's Key User, as defined in the "Rolls-Royce Care Charter"), and is only authorised to use the Information contained therein and/or use the Platform as a result of the commercial relationship between Rolls-Royce and the User which is governed by the Underlying Agreements.

- 2.2 All Information provided by Rolls-Royce through Rolls-Royce Care will be treated as proprietary to Rolls-Royce whether or not it is marked as such and will be subject to the confidentiality provisions of these Terms and Conditions. Use of Rolls-Royce Care does not confer any rights to the intellectual property contained in or associated with Rolls-Royce Care or the Information (including but not limited to copyright, trademarks, patents, domain names and similar rights).
- 2.3 No alteration or manipulation of Information shall be made without the prior written consent of Rolls-Royce.
- 2.4 The User may download to local storage and print extracts from Rolls-Royce Care for use in connection with the operation of its Rolls-Royce engines.
- 2.5 Subject to 2.4, the content of Rolls-Royce Care may not be copied or otherwise incorporated into or stored in any other website, electronic retrieval system, publication or other work in any form (whether hard copy, electronic or other).
- 2.6 The User shall not provide a hypertext link or other link to Rolls-Royce Care without the prior written consent of Rolls-Royce.

3. Confidentiality

- 3.1 The Information provided by Rolls-Royce within Rolls-Royce Care is confidential and the User agrees not at any time to disclose the Information to any third party without the prior written consent of Rolls-Royce.
- 3.2 The User shall be responsible for the observance of the provisions of this clause 3 by its employees, agents and representatives and, where relevant, its selected MRO Provider (as defined below) including, without limitation, the Operators having access to Rolls-Royce Care.
- 3.3 The provisions of this clause 3 shall not apply to Information which is or becomes generally known in the aero engine industry nor shall the provisions of this clause 3 prevent any necessary disclosure of Information to enable the User or, where relevant, its selected third party MRO Provider to operate, maintain or overhaul the User's Rolls-Royce engines.

4. Information Warranty

Subject to any express provision to the contrary in any underlying agreement between Rolls-Royce and the User, Rolls-Royce warrants that Information shall be the same in quality and in content as the User would otherwise receive in other forms and will be consistent with the requirements of any relevant Underlying Agreements between the User and Rolls-Royce. If any of the Information does not meet the warranty specified above, Rolls-Royce shall as its sole liability promptly amend the Information. The warranty shall not extend to any third parties, including, without limitation, a User's selected third party MRO Provider.

5. Liability

- 5.1 Rolls-Royce makes no warranties, representations or undertakings in respect of the quality or content of any information provided by third parties and made available through Rolls-Royce Care, including the content of any other website referred to or accessed by hypertext link through Rolls-Royce Care. Rolls-Royce shall have no liability in connection with any such site (including,

without limitation, liability arising out of any allegation that the content of such site infringes any law or the rights of any person or entity).

5.2 Except as otherwise expressly agreed in accordance with the provisions of any underlying agreement, Rolls-Royce does not accept any liability or responsibility for any loss or damage occasioned or incurred by the User or, where relevant, its selected third party Rolls-Royce engine maintenance, repair and overhaul provider (“**MRO Provider**”) as a result of reliance on any Information within Rolls-Royce Care and it is expressly agreed between the User and Rolls-Royce that the warranty contained in clause 4, together with the rights expressly provided to the User in respect of access to Rolls-Royce Care in accordance with these Terms and Condition are in lieu of and to the exclusion of:

- a) all other rights and remedies of the User and obligations of Rolls-Royce to the User whether arising under any condition or warranty of merchantability or fitness or quality or any other contractual condition or warranty express or implied by statute or otherwise; and
- b) any other cause of action in contract or in tort (including but not limited to negligence) or under statute or any other legally recognised cause of action or liability whatsoever.

In the event of any part of this clause being rendered or declared ineffective by legislation or by any decision of a court of competent jurisdiction this clause shall otherwise remain in full force and effect.

5.3 For the avoidance of doubt, Sections 5.1 and 5.2 shall not be construed to create any rights or claims by any third party including, without limitation, MRO Providers.

6. Termination

6.1 Access to Rolls-Royce Care may be terminated by the User without notice at any time for any reason. Rolls-Royce may terminate the User's access without notice in the event of a material breach by the User of any of these Terms and Conditions.

6.2 Rolls-Royce may terminate, change, suspend or discontinue any aspect of Rolls-Royce Care, including the availability of any features of it at any time. Rolls-Royce will provide written notification of any such action.

6.3 Access to Rolls-Royce Care shall automatically terminate in the event that the commercial relationship between Rolls-Royce and the User terminates and/or if the Underlying Agreements are terminated by either party for whatever reason.

7. General Provisions

7.1 The failure or delay by either party at any time to enforce any provision of these Terms and Conditions in no way constitutes a waiver of that or any other obligations under these Terms and Conditions.

7.2 These Terms and Conditions or any interest gained under them may not be assigned by the User in whole or part except with the prior written consent of Rolls-Royce. Any assignment or purported assignment in violation of this clause 7.2 by the User shall be null and void and entitle Rolls-Royce to terminate access to Rolls-Royce Care immediately.

7.3 If any term or provision of these Terms and Conditions is held to be illegal or unenforceable, in whole or in part, such term or provision or part thereof shall, to that extent, not form part of these Terms and Conditions and the enforceability of the remainder of these Terms and Conditions shall not be affected.

7.4 Clauses 1.8, 2, 3, 4, 5 and 8 shall survive following termination of access to Rolls-Royce Care.

8. Conflict

In the event of any conflict between the provisions of these Terms and Conditions (including those set out in the Annexes and/or Legal Information) and those of any applicable Underlying Agreement between Rolls-Royce and the User, the provisions of the applicable Underlying Agreement shall take precedence only in respect of the specific subject matter to which the conflict relates. In all other respects the provisions of these Terms and Conditions shall prevail.

9. International Trade Compliance

The Rolls-Royce Care site is controlled, operated and administered in the United Kingdom and Rolls-Royce makes no representation that the Information is appropriate or available for use at other locations outside of the United Kingdom. Access to and use of the Information within Rolls-Royce Care from and in territories where the contents is illegal is prohibited. The User may not access or use Rolls-Royce Care, export or re-export the Information and/or the goods ordered through the Platform (and subject to the terms of the Underlying Agreements) in violation of applicable export laws and regulations and the User is solely responsible for obtaining any necessary licences or governmental authorisations. The User shall seek the written permission of Rolls-Royce where it wishes to re-export the Information and/or goods.

10. On-line Purchases

Subject always to clause 1.2, above, The Terms and Conditions set out in Annex 1 to these Terms and Conditions will apply in respect of all on-line purchasing activity conducted on or through Rolls-Royce Care.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the jurisdiction of the English courts.

ANNEX 1

On-line purchases

Except as otherwise expressly agreed in accordance with the provisions of any Underlying Agreements, the following terms and conditions are applicable to on-line ordering and the formation of a binding contract following placement of orders by the User.

1. Definitions

The following additional definitions shall apply in relation to on-line ordering through Rolls-Royce Care:

"Authorised User" means any Operator placing orders for the purchase of goods or services on or through Rolls-Royce Care or alternatively those Operators specifically identified to Rolls-Royce by the User in writing as permitted to place orders for the purchase of goods or services on or through Rolls-Royce Care.

"Message" means any electronic message (including but not limited to electronic mail and any contracts, proposals, quotes or other documents attached thereto) that relates to goods and services made available to the User by Rolls-Royce through Rolls-Royce Care and that is sent to the relevant Designated Address and is Signed by the party sending the same.

"Signed" means the Message was sent through Rolls-Royce Care by an Authorised User to Rolls-Royce or by Rolls-Royce to the Authorised User.

"Designated Address" means the address identified by Rolls-Royce or the Operator (as applicable) as the relevant address for the purposes of communication in relation to the purchase of goods or services.

2. Transaction Process

The normal process for the sale of goods and services will be contained within the relevant functionality section of Rolls-Royce Care.

3. Message Receipt

A Message shall be deemed received on the date and time it is accessible to the receiving party at that party's Designated Address.

Message acknowledgement receipts sent by either party will be considered confirmation that a Message has been received by the receiving party but will not be considered to create any binding obligation on the part of the receiving party. Express acceptance of an obligation either by Message or other written communication from one party to the other party shall be the only method of creating a legally binding obligation.

4. Effect Of Message

The content of a Message shall for all purposes under any applicable law or agreement between the parties be deemed to be a) an expression of the sender's legal intent; b) "in writing"; c) "signed" if it is "Signed " as defined above; and d) an "original" document when printed from electronic files or records established or maintained in the normal course of business.

Messages, if produced as evidence in proceedings, shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in paper form.

5. Integrity of Messages

Each party accepts the integrity of all Messages and agrees to accord them the same status as would be applicable to a document or to information sent other than by electronic means, unless such Messages can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process.

ANNEX 2

Platform Supplemental Terms

In these Platform Supplemental Terms, "Exchange" means the Platform (as defined above) and "you" means the User (as defined above).

Circumvention Of The Exchange. The Exchange shall not be used for the purpose of assisting any person or entity to undertake activities that have the effect of circumventing or avoiding the payment of any fees or other charges specified in any SOW.

Compliance with Laws. The use of the Exchange is subject to all applicable local, state, national and international laws, rules and regulations, including but not limited to the U.S. export control laws and regulations. You agree not to transmit any material that could constitute, or encourage conduct that could constitute, a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, rule or regulation.

Security. You agree that you will maintain the secrecy of your usernames and passwords and that you will not disclose such information to any third party. You agree to prevent any use of the Exchange that has or could have the effect of: (i) interfering with the normal operation of the Exchange or otherwise damaging the Exchange, including the transmission or upload of any material that contains computer code, programs, viruses, trojan horses, worms, time bombs or any other harmful programs; (ii) interfering with or disrupting networks connected to the Exchange; (iii) interfering with or disrupting the use of the Exchange by others; (iv) violating the regulations, policies or procedures of other networks; (v) harvesting, collecting or storing information about other Users, or for intercepting or accessing communications or other information made available through the Exchange by other Users; or (vi) otherwise jeopardizing or violating the privacy or security of other Users or their confidential information maintained on or communicated through use of the Exchange.

Other Prohibited Activity. You agree that you will not use the Exchange for (i) illegal purposes; (ii) the transmission of material that is unlawful, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, tortious or otherwise objectionable; (iii) posting or transmitting third-party copyrighted information or in any way that infringes on the intellectual property rights of others; (iv) spoofing or impersonating someone else; (v) the transmission of junk mail, spam, chain letters, or unsolicited mass distribution of email; or (vi) any purpose that violates or avoids Supplier's system or network security.

Communications. You are solely responsible for all communications made by or attributable to you on the Exchange and you agree that each such communication shall not infringe the intellectual property rights of or duties of confidentiality owed to Supplier or any third party.

Conducting Transactions To and From the Exchange

You and other Users may initiate business transactions from the Exchange through electronic commerce enabling technologies including, but not limited to: (i) traditional Electronic Data Interchange ("EDI"); (ii) ATA Spec2000 or derivatives ("ATA"); (iii) file exchanges using File Transfer Protocol ("FTP"); or (iv) XML B2B web services based on electronic commerce file formats ("EC") and web portal transactions including Supplier's proprietary smart-email engine. All of the above protocols are considered "Ecom" and "Ecom Data" whether in a document or other form, electronically transformed and transmitted from the Exchange through Ecom. To the extent you have established services on the Exchange that present other Users with options to enter Ecom transactions with you, you agree to receive Ecom Data according to the options you present on the Exchange. The following provisions shall apply to any Ecom transactions and information, data, document or services exchanged or processed by you through Ecom initiated on the Exchange:

System Operations. You will provide and maintain, at your expense, the equipment, software and services reasonably necessary to reliably transform, transmit, receive and control Ecom Data and agree to periodically test and monitor such equipment, software and services to ensure that they are adequate to reliably transform, transmit, receive and control Ecom Data.

Garbled Transmissions. If a party receives unintelligible Ecom Data, that party will promptly notify the sending party (if identifiable from the received Ecom Data). Supplier is not responsible for any unintelligible Ecom Data.

Transaction Security. Each party will provide appropriate and reasonable security measures to ensure that all transmissions of Ecom Data are authorized and to protect Ecom Data from unauthorized access, or loss. Each party will use reasonable care to maintain the confidentiality of transactions and the Ecom Data therein in the same secured manner as it would maintain for paper documents of like kind and importance.

Enforceability and Admissibility. Any Ecom Data properly transmitted pursuant to this Agreement will be deemed for all purposes: (1) to be a "writing" or "in writing;" and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of the provider's business. The conduct of the parties pursuant to this

paragraph, including the use of Ecom Data properly transmitted hereunder, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of the purpose of this paragraph