FOR ROLLS-ROYCE MARINE COMPANIES LISTED BELOW THE FOLLOWING PROVISION (25-27) WILL ALSO APPLY:

Rolls-Royce Marine legal entities as of Aug 19, 2009	
Rolls-Royce Marine A/S	DENMARK
Rolls-Royce Oy Ab	FINLAND
Rolls-Royce Marine France	FRANCE
Rolls-Royce Marine Deutschland GmbH	GERMANY
Intering GmbH	GERMANY
Rolls-Royce Marine Benelux BV	THE NETHERLANDS
Rolls-Royce Marine AS	NORWAY
Rolls-Royce Marine Poland	POLAND
Rolls-Royce AB	SWEDEN
Rolls-Royce Power Engineering plc, Brown Brothers & Commercial Marine UI	UNITED KINGDOM
Rolls-Royce Power Engineering plc, Commercial Marine UK	UNITED KINGDOM
Michell Bearings	UNITED KINGDOM
Rolls-Royce Marine Italia s.r.l.	ITALY
Ulstein Italia soc. Unipersonale	ITALY
Navis Consult d.o.o.	CROATIA
Rolls-Royce Marine España, S.A.	SPAIN
Rolls-Royce Marine Hellas AE	GREECE
Rolls-Royce Marine Australia PTY LTD.	AUSTRALIA
Rolls-Royce Marine New Zealand Ltd	NEW ZEALAND
Rolls-Royce Marine Shanghai Ltd	CHINA
Rolls-Royce Marine Dalian Rep Office	CHINA
Rolls-Royce Marine Dalian GSN	CHINA
Rolls-Royce Marine Hong Kong Limited	CHINA
Ulstein India PVT LTD	INDIA
Rolls-Royce Marine Singapore Pte Ltd	SINGAPORE
Rolls-Royce Marine Middle East	UNITED ARAB EMIRATES
Rolls-Royce Marine Japan K.K.	JAPAN
Rolls-Royce Marine Korea LTD.	KOREA
Rolls-Royce Marine Vladivostok	RUSSIA
Rolls-Royce Marine Brasil Ltda.	BRAZIL
Rolls-Royce Marine Chile S.A.	CHILE
Rolls-Royce Canada Ltd.	CANADA
Rolls-Royce Commercial Marine Inc.	USA

25. **GOVERNING LAW AND JURISDICTION:**

25.1 All disputes arising out of or in connection with the Procurement Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The cost of arbitration and other reasonable fees, including legal, witness, notary and translation fees, shall be born by the losing party, unless otherwise determined by the arbitration award. Except for the matters under dispute, the Parties shall continue to perform the remaining provisions under this Agreement, unless or until otherwise determined by the arbitration award.

The contract shall be governed by the substantive law of the country the buying R-R entity has its place of business The parties agree that the rules of the Vienna Convention/International Sale of Goods Act do not apply to the interpretation of this Contract

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

26.1 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 over its liability. The Supplier will produce for inspection documentary evidence that the insurances required under this clause 26 are properly maintained, if required to do so by R-R.

26.2 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

27. **LEGAL NOTICES:**

27.1 All legal notices must be written in English and subject to clause 25, 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.

27.2 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.

27.3 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