



### 1 Definitions

- 1.1 "Agreement" means the terms set out herein together with the registration form and Binding Order.
- 1.2 "Binding Order" means a purchase order that has been unequivocally accepted by Supplier by the issue of a written purchase order confirmation.
- 1.3 "Calendar Day" means any day Monday to Sunday including any bank holidays recognised in Norway.
- 1.4 "Confidential Information" means any commercial, financial, technical or operational information, know-how, trade secrets or other information of or in the possession of the disclosing Party in any form or medium (including, but not limited to, all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations) as has been or may be disclosed or otherwise made available to the receiving Party or any Representative, whether orally or in written, electronic or other form including any copies or reproductions of such information in any form or medium and any part or parts of the same.
- 1.5 "Course Materials" means any and all training schedules, presentation slides, booklets, instructions, manuals, specifications and any other materials in whatever form, provided by Supplier to Customer during the course and incidental to the Training Course.
- 1.6 "Customer" means the company or organisation detailed in the registration form and Binding Order for whom the Supplier shall supply a Training Course.
- 1.7 "Customer Designated Centre" means any premises or location designated by the Customer other than the Supplier Training Centre as may be agreed in the Binding Order.
- 1.8 "Expenses" means any and all travel and accommodation expenses, per diems and other reasonable expenses incurred by Supplier's instructor(s) incurred as a result of being required to travel to a location other than his or her place of work to provide a Tailored Course.
- 1.9 "Fees" means any and all applicable course fees, administration fees and other charges for Participant(s) paid or payable by the Customer in respect of a Training Course including the cost of preparation of the Course Materials, training provided by Suppliers instructor(s), provision of Course Materials, provision of any safety equipment if applicable to Training Courses, certification of attendance after completion of course and lunch and refreshments.
- 1.10 "Fee Payment Date" has the meaning given to it in clause 4.5.
- 1.11 "Intellectual Property Rights" has the meaning given to it in clause 9.
- 1.12 "Participant" means a member or members of the Customer's personnel set out in the registration form and Binding Order.
- 1.13 "Party" means either the Customer or the Supplier according to the context in which the term appears and "Parties" shall refer to the Customer and the Supplier collectively.
- 1.14 "Representative" means, in respect of a Party, any employee, director, officer or professional adviser of that Party.
- 1.15 "Scheduled Course" means a standard supplied course advertised and readily available via a Supplier Training Centre.
- 1.16 "Supplier" means for the purposes of these standard terms and conditions shall mean the business of Rolls-Royce Marine AS". "Supplier Training Centre" means Rolls-Royce Technology & Training Centre, Aalesund with its premises at Borgundveien 340, N-6009 Aalesund, Norway or other Supplier premises as may be advised from time to time.

1.17 "Tax Deduction" means a deduction for or on account of any Tax.

1.18 "Taxes" means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and Tax and Taxation will be construed accordingly.

1.19 "Tailored Course" means a training course that has been specifically developed and designed to meet the requirements of a particular Customer(s) and is delivered by the Supplier either at a Customer Designated Centre or a Supplier Training Centre as may be agreed in the Binding Order;

1.20 "Training Course" means either a Scheduled or Tailored Course.

### 2 Supply of Training Courses

- 2.1 Supplier shall supply the Training Course(s) to Customer pursuant to a Binding Order.
- 2.2 Customer shall ensure that each purchase order for a Training Course details the required Training Course, the number of attendees and the requested dates for the Training Course. Customer shall also ensure that any registration forms that Supplier requires Customer to complete (as notified by Supplier to Customer from time to time) are completed and attached to the relevant purchase order.
- 2.3 In the case of arranging a Tailored Course for the Customer, the Supplier must be given a minimum lead time of 8 weeks.
- 2.4 In consideration for the Training Courses, Customer shall make all payments to Supplier in accordance with clause 4.
- 2.5 Training Courses shall be delivered either at a Supplier Training Centre or at a Customer Designated Centre.
- 2.6 Training Courses and Course Materials shall be in English unless otherwise agreed.
- 2.7 Following the delivery date of a Training Course, Supplier shall have no obligation to inform Customer of any changes or updates to its Training Course and/or Training Course materials.

### 3 Requirements to Customer Training Facilities

- 3.1 Customer shall ensure that the Customer Designated Center is suitable for delivery of Training. This includes ensuring that all equipment is accessible and available if training is delivered on board a Customer vessel.

### 4 Prices and Payment

- 4.1 The applicable Fees in respect of a Tailored Course shall be as agreed in the Binding Order.
- 4.2 The applicable Fees in respect of Scheduled Courses shall be calculated in accordance with the Supplier's then current price list for Training Courses, as may be amended and updated from time to time by the Supplier.
- 4.3 All costs and expenses associated with the Participants' attendance at a Training Course, including travel, transportation to the Supplier Training Centre and accommodation expenses, shall be borne by Customer.
- 4.4 Supplier shall be entitled to reimbursement of Expenses in relation to Tailored Courses.



4.5 Unless otherwise agreed between the Parties, payment of applicable Fees shall be made either (i) 21 Calendar Days prior to the commencement of the Training Course; or (ii) upon registration, if the registration process is completed less than 21 Calendar Days prior to the commencement of the Training Course ("Fee Payment Date"). If Customer and Supplier are subject to an existing or ongoing contractual arrangement for Training Services or other Supplier services, Supplier may at its discretion and by notice in writing to the Customer amend the payment terms of this clause 4.5 to reflect alternative payment term arrangements. Any deviation to the payment terms and the Fee Payment Date shall be confirmed by Supplier in the Binding Order.

4.6 In respect of any Binding Order, due for payment, neither Party shall make any deduction, set-off, counterclaim, abatement or withholding in respect of other business between the Parties without the other Parties agreement in writing.

4.7 All payments by Customer under this Agreement must be made on the due date in Norwegian Kroner (or the currency specified in the applicable Binding Order) and in immediately available funds by wire transfer to Supplier's account as detailed on the Binding Order, or to such other account and in such other manner as may be notified by Supplier from time to time. Written notice of confirmation of Customer's payment must be transmitted to Supplier.

4.8 Interest shall be payable on overdue accounts at the highest rate permissibly chargeable by law or at the rate of 12% per annum (compounded monthly) whichever is the higher. Interest shall be chargeable on the amount overdue from the Fee Payment Date until the actual date of payment.

4.9 Unless otherwise agreed between the Parties, payment of invoice in respect of any and all Expenses shall be made within 30 days from the date of issue of invoice, after the completion of the Training Course.

4.10 If the Customer fails to pay the Fees on or before the Fee Payment Date, the Supplier may at its discretion cancel or postpone the Training Course upon notice in writing to the Customer.

4.11 If Customer has consistently failed to pay any amount when due under this Agreement or if Supplier reasonable concerns about the creditworthiness of Customer, Supplier shall be entitled, by notice in writing to Customer, to amend the payment terms herein.

### 5 Cancellation of registration by Customer

5.1 Customer may cancel a registration of any Participant in a Training Course upon notice to the Supplier in writing, subject to the Supplier retaining the following Fees paid by the Customer in respect of each Participant:

(a) More than 21 Calendar Days notice prior to commencement of the Training Course – no retention of any Fees paid.

(b) Between 14 and 21 Calendar Days' notice prior to commencement of the Training Course – 50% of the Fees.

(c) Less than 14 Calendar Days notice prior to commencement of the Training Course or after the Training Course has commenced – 100% of the Fees.

5.2 Upon cancellation by Customer, any advance payments received by Supplier shall be refunded to the Customer, excluding any cancellation charges that are applied in accordance with Clause 5.1. Supplier shall either (at its own discretion):

(a) Refund to Customer within 10 Calendar Days following the completion of the Training Course; or

(b) Provide Customer with a credit equal to the value of the required refund which can be applied towards the next planned Training Course. Any such credit will be valid for a maximum period of 1 year from the date of cancellation of the Training Course by the Customer.

### 6 Cancellation of Training Courses by Supplier

6.1 Supplier will notify Customer in writing as soon as practicable if a Training Course is interrupted and/or cancelled by Supplier for reasons beyond Supplier's control or due to breach by Customer of this Agreement or non payment by the Customer of Fees by the Fee Payment Date. If the Training Course is not completed at the scheduled time, the Training Course may be extended, rescheduled or cancelled (as determined by Supplier).

6.2 If a Training Course is cancelled by Supplier in accordance with clause 6.1, Supplier shall either (at its own discretion):

(a) Refund Customer any Fees paid within 10 Calendar Days following the cancellation of the relevant Training Course; or

(b) Provide Customer a credit equal to the value of any Fees paid which can be only applied at the next planned Training Course. Any such credit will be valid for a maximum period of 1 year from date of cancellation of the Training Course by the Supplier.

6.3 Supplier reserves the right to cancel a Training Course upon reasonable written notice if there are fewer than 3 confirmed participants.

6.4 The Supplier is not responsible or liable for any travel expenses, accommodation or other expenses incurred by Customer as a result of any Training Course cancellation or extension in accordance with this clause.

### 7 Taxes

7.1 Tax gross-up. Unless required by Law, Customer will make all payments without any Tax Deduction. If a Tax Deduction is required by Law to be made by Customer:

a) the amount due from Customer will be increased to an amount (free and clear of Tax) which would have been due if no Tax Deduction had been required;

b) Customer will make the minimum Tax Deduction allowed by Law, and will make any payment required in connection with it within the time allowed; and

c) Customer will deliver to Rolls-Royce an official receipt or, if an official receipt is not available, such other evidence satisfactory to Rolls-Royce (acting reasonably) that the Tax Deduction has been made or, as applicable, any appropriate payment paid to the relevant taxing authority.

7.2 Tax indemnity. Customer will indemnify Rolls-Royce against any loss or liability that Rolls-Royce may suffer or incur (directly or indirectly) for or on account of Tax and which arises as a result of or is attributable to a payment received or receivable (or any payment deemed to be received or receivable) from Customer under this Agreement or the supply of any Training Course in accordance with this Agreement. This does not apply to any Tax assessed on Rolls-Royce under the Laws of its jurisdiction of incorporation if that Tax is imposed on or calculated by reference to its net income, profits or gains.

#### 7.3 Value added taxes.

a) Any amount payable by Customer in accordance with this Agreement is exclusive of any value added tax, sales tax,



use tax, excise tax, goods and services tax, turnover tax or any other tax of a similar nature (collectively "VAT").

- b) If any such VAT is or becomes chargeable and under the applicable tax regulations it is the responsibility of Rolls-Royce to collect such VAT and account for it to the applicable tax authority, Customer will pay to Rolls-Royce (in addition to and at the same time as paying that amount) a sum equal to the amount of the VAT.
- c) If any such VAT is or becomes chargeable and under the applicable tax regulations it is Customer's responsibility to collect such VAT and account for it to the relevant tax authority, Customer will pay the VAT to the applicable tax authority in addition to any amount it pays Rolls-Royce under this Agreement. Where applicable, Customer will deliver to Rolls-Royce evidence satisfactory to Rolls-Royce (acting reasonably) that such VAT has been accounted for to the relevant tax authority.

### 7.4 Mitigation.

If as a result of a change in Law or a change in the Tax practice of either Party or either Party becomes subject to additional Taxes, duties or similar charges which increases their financial liability during the term of this Agreement, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes, duties and similar charges. This is provided that neither Party need take any steps, which in its reasonable opinion, and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of Tax affairs or otherwise).

### 8 Confidentiality

- 8.1 Each Party agrees to hold in confidence any Confidential Information (including this Agreement and any of its terms), which it acquires directly or indirectly from the other Party and will not disclose any Confidential Information to a third party without the express written approval of the other Party. This paragraph does not affect any disclosure or announcement required by Law or any regulatory body or the rules of a recognised stock exchange, but the Party with the obligation to make a disclosure or announcement shall consult with the other Party so far as is reasonably practicable before complying with such obligation.
- 8.2 Notwithstanding clause 8.1 above, both Parties may disclose this Agreement and financial information concerning the business between the Parties on a strictly need to know basis, to appointed auditors, legal advisers, insurers and accountants ("Receiving Party") but will remain fully responsible and liable for ensuring that the Receiving Party holds in confidence such disclosures.

### 9 Intellectual Property Rights

- 9.1 This Agreement shall not be construed as granting to Customer (or any other person) expressly or impliedly any rights under patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, moral rights, and any other intellectual property rights ("Intellectual Property Rights"), in each case whether registered or unregistered and including all applications for a renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 9.2 All Intellectual Property Rights in the Course Materials is owned or licensed by Supplier.
- 9.3 The Customer shall not:
  - (a) copy, translate, modify or otherwise reproduce any Course Materials in whole or in part otherwise than for the purposes of participating in Training Courses; or
  - (b) Disseminate or disclose the Course Materials to any third party; or
  - (c) Use any of the Course Materials for the purposes of commercial exploitation.
- 9.4 In the event that any foreground Intellectual Property Rights are created as a result of the development of a Tailored Course, such foreground Intellectual Property Rights shall vest solely in Supplier and Customer waives any title and interest in and to each such Intellectual Property Right.
- 9.5 Customer shall be responsible for ensuring the Participants are fully aware of and comply with the terms of this Agreement, including the Confidentiality and Intellectual Property Rights provisions, prior to the attendance of the Participant on a Training Course.

### 10 Warranties

- 10.1 Supplier warrants to Customer that the Training Courses will be performed with reasonable skill and care and shall be consistent with standard industry practices. If, in respect of any Training Course, there is a breach of this warranty, Customer's sole and exclusive remedy and Supplier's sole liability in respect of such breach is for Supplier to re-deliver the Training Course at its own cost to the same Participants who attended the original Training Course.
- 10.2 Supplier shall not be responsible for the level of attainment reached by Participants of the Training Courses nor for their ability to practically apply, whether generally or for any specified or known purpose, the information or training provided by Supplier in connection with a Training Course. Supplier makes no representation or warranty as to the adequacy or suitability of any Training Course to enable the Customer to achieve any Particular purpose whether or not that purpose is made known to Supplier before, during or after the delivery of the Training Course.

- 10.3 The Customer acknowledges that all Course Materials provided by the Supplier are provided for educational purposes only. The Supplier makes no warranty in respect of the accuracy or content of the Course Material. Customer agrees and acknowledges that Supplier is not liable for any losses, claims, expenses of any kind or other liability arising from any reliance by the Customer on the Course Materials.

### 11 Attendance at Training Courses

- 11.1 Customer shall be responsible and liable for all acts and omissions of the Customer's personnel while they are attending Training Courses.
- 11.2 Customer will ensure that the Participants and its other relevant personnel comply with all of Supplier's (and any relevant landlord's or lessee's) confidentiality, security, health and safety, and other site rules, policies, procedures and guidelines, as reasonably provided to Customer by Supplier, applicable at premises at which Training Courses are carried out.
- 11.3 Supplier shall be entitled, on reasonable grounds (which shall include any non-compliance with the foregoing), to require the immediate removal of any Participant from a Training Course (and Customer shall ensure that any such Participant complies with any such requirement). Any Participant so removed shall



not be permitted to attend any future Training Course unless and until agreed in writing by the Parties.

11.4 All Participants who participate in the Training Courses and attend any premises at which such Training Courses are carried out, do so entirely at the risk of, and are the responsibility of, Customer.

11.5 At Supplier's discretion, the Participant will not be considered as having completed the Training Course in the event of Participant's incomplete attendance.

### 12 Liabilities

12.1 Except as expressly provided for in this Agreement, Supplier does not make or give any representation or warranty, express or implied, and shall not have any liability to Customer for or in respect of, the Training Courses, the content of the Course Material, (or any other services or advice provided by Supplier in connection with the provision of the Training Courses). Except as expressly provided for in this Agreement and to the fullest extent permitted by law, all representations, warranties, conditions and other terms express or implied, by statute or otherwise, are hereby excluded.

12.2 Nothing in this Agreement shall limit Supplier's liability for death or personal injury resulting from negligence.

12.3 Subject to clauses 12.1 and 12.2, Supplier shall not be liable for any loss of profits, business, goodwill, anticipated savings, goods, contract opportunities or any special, indirect, consequential or pure economic loss, costs, damages, charges and expenses.

12.4 Notwithstanding the above and to the fullest extent permitted by law, the total liability of Supplier (whether in contract or otherwise (including negligence or breach of contract), misrepresentation or otherwise arising in connection with the provision of the Training Courses shall not exceed the fees and charges payable by Customer pursuant to the Binding Order for that Training Course.

12.5 Customer shall indemnify and hold Supplier harmless against any claims, damages, costs, liabilities and expenses in respect of any damage to the Supplier's or any third party property and/or to the Supplier Training Centre or Designated Customer Premises caused by the negligence, willful misconduct or gross negligence of Participants during or in connection with the Training Course.

12.6 Supplier shall not be liable for any claim submitted more than six months after completion of a Training Course.

### 13 Insurance

13.1 Both Parties shall maintain in force adequate insurances to cover any relevant statutory insurance requirements and shall, on request, provide evidence that such insurances are in force.

### 14 Assignment

14.1 Neither Party will assign or transfer any of its rights nor obligations under this Agreement, except Supplier may subcontract performance of some or all of its obligations under this Agreement and may assign the Agreement to other companies in its own group of companies.

### 15 Enforceability

15.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that provision will not invalidate the remaining provisions of this Agreement or affect the legality,

validity or enforceability of that or any other provision in any other jurisdiction.

### 16 Amendment

16.1 Any amendment to this Agreement must be made in writing and signed by or on behalf of each of the Parties.

### 17 Entire Agreement

17.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Each Party acknowledges that it has not relied on (and waives all rights and remedies in respect of) any undertaking, promise, assurance, statement, proposal, representation, warranty or understanding (whether or not in writing) relating to the subject matter of this Agreement except those expressly incorporated in this Agreement. Nothing in this paragraph shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

17.2 In case of conflict between the terms and conditions set out herein and/or the registration form and/or any promotional sales material, then the terms and conditions contained herein shall take precedence.

### 18 Law

18.1 This Agreement is governed by, and is to be construed in accordance with the laws of Norway.

### 19 Dispute Resolution

19.1 In the event of any dispute arising under this Agreement, including any allegation of breach and any failure to reach mutual agreement hereunder, the Parties shall refer the matter for consideration and resolution by the responsible executives of the Parties. The responsible executives shall use their reasonable endeavors to resolve the dispute amicably.

19.2 All disputes arising under or in connection with this Agreement shall be finally settled by the Norwegian Rules of Conciliation and Arbitration Act (2004) of the International Chamber of Commerce by one or more arbitrators, appointed in accordance with the said rules, supplemented as necessary by the procedural rules of the law of the Supplier's country. The seat of arbitration location for any such Arbitration shall be in Oslo.

19.3 The above arbitration clause does not prevent any party to request any interim measures by any courts.