

Annex I

Autotrac I17. Delays

- 17.1 The Contractor shall provide the Simulator and the System Ready for Service on or before the relevant Completion Date.
- 17.2 If the Contractor shall fail to provide the Simulator or the System Ready for Service by the relevant Completion Date then the Contractor shall pay to the Purchaser as and by way of liquidated damages for any loss or damages sustained by the Purchaser resulting from delay during the period from the relevant Completion Date to the date on which the Contractor provides the Simulator or the System Ready for Service the sum of Twenty two thousand, eight hundred and eight US dollars (US\$22,808) for each day or part of the day of such delay up to a total maximum of Eight hundred and seventy six thousand, six hundred and eighty US dollars (US\$876,680) for delay in providing the Simulator and up to a maximum of one million, seven hundred and fifty three thousand, three hundred and sixty US dollars (US\$1,753,360) for delay in providing the System (excluding the Simulator). Subject to the provisions of Clause 17.3 below the payment of such sums shall be in full satisfaction of the Contractor's liability for such delay only. The payment of liquidated damages shall not relieve the Contractor from its obligation to provide the System Ready for Service or from any other liability or obligation under this Implementation Contract.
- 17.3 If the Contractor shall fail to provide the System Ready for Service within 60 days after the Completion Date then notwithstanding anything else contained in this Implementation Contract, unless the Contractor has been given an extension of time under Clause 6 which extends the time to provide the System Ready for Service, the Purchaser shall be entitled to terminate this Implementation Contract at any time thereafter on giving written notice to the Contractor and the provisions of Clause 38.5 shall apply.



10/11