

### **LIQUIDATED DAMAGES (1-97)**

(a) If the Seller fails to deliver the supplies or perform the services within the time specified in this subcontract, or any extension, the Seller shall, in place of actual damages, pay to the Company as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \_\_\_\_\_ [but not to exceed \_\_\_\_ days].

(b) Alternatively, if delivery or performance is so delayed, the Company may terminate this subcontract in whole or in part under the default provisions of this subcontract and in that event, the Seller shall be liable for fixed, agreed, and liquidated damages accruing until the time the Company may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the default provisions.

(c) The Seller shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Seller.