

FOR CONTRACTS MADE BETWEEN ROLLS-ROYCE DEUTSCHLAND LTD & CO KG AND THE SUPPLIER, THE FOLLOWING PROVISIONS (29-32) WILL ALSO APPLY:

29. GOVERNING LAW AND JURISDICTION: The Procurement Conditions and any claim, controversy or dispute arising under or related to the Procurement Conditions, the relationship of the parties or the interpretation and enforcement of the parties' rights or obligations shall be subject to and interpreted in accordance with the Laws of Germany, and the Supplier and R-R hereby expressly agree (i) to the jurisdiction of the courts of Berlin, Germany and (ii) to exclude the application of the United Nations Conventions for the international sale of goods dated April 11 1980, as implemented in Germany.

30. LATE DELIVERY: R-R shall be entitled to the following payments should the Supplier fail to achieve timely delivery per Clause 3 above: If delivery is delayed other than for reasons set out in Clause 23 (Force Majeure), the Supplier shall pay R-R a penalty at the rate of 2.5% (two and a half percent) of the value of the Deliverables for each complete week of delay up to a maximum of 10% (ten percent) of such value. Such penalty shall be the minimum compensation payable by the Supplier and shall be without prejudice to additional rights which R-R may be entitled to at law.

31. LEGAL REQUIREMENTS: The Supplier shall comply with the applicable standards and requirements provided by the German law, including without limitation the occupational health, safety and the general equal treatment of employee legislation.

32. LEGAL NOTICES: Notices to be served to R-R must be in the English Language and must be served by registered mail to the following address:

Rolls-Royce Deutschland Ltd & Co KG
Eschenweg 11
15827 Blankenfelde-Mahlow, Dahlewitz
Germany