

General Purchase Terms and Conditions



1. Application and Effect

- 1.1. These General Purchase Terms and Conditions ("Terms") apply to the purchase of goods and/or services ("Goods") identified in the purchase order issued by the Sauer-Danfoss entity identified in the purchase order ("Buyer"). "Order" means the purchase order or other document in which Buyer purchases the Goods (including amendments, supplements, and other documents specifically incorporated into the purchase order) accepted by Buyer together with the Terms. "Supplier" means the supplier identified in the Order.
- 1.2. Supplier shall be deemed to have accepted the Order upon explicitly accepting the Order or beginning performance.
- 1.3. The Order constitutes the entire agreement between Buyer and Supplier with respect to the Goods, and hereby supersedes all prior offers, negotiations, or agreements with respect thereto. Buyer hereby objects to and rejects any terms or conditions proposed by Supplier that supplement, conflict with, or are in any way additional or different to the terms and conditions of the Order.
- 1.4. Buyer's offer and Buyer's acceptance of the Order are conditional upon Supplier's acceptance of the Terms.
- 1.5. In the event Buyer transmits the Order to Supplier by way of electronic data interchange, the Terms shall apply and shall be an integral constituent of such electronic data interchange.

2. Verbal Orders

- 2.1. Any verbal order (including an order made by telephone) shall be confirmed in writing by Buyer.
- 2.2. Buyer may, without any liability to Supplier, cancel any verbal order (including an order made by telephone) that has not been accepted in writing by Supplier within fourteen (14) days of the placing of such verbal order.

3. Warranties

- 3.1. Supplier warrants to Buyer that:
 - (i) the Goods correspond and conform to:
 - (a) the Order;
 - (b) all agreed specifications;
 - (c) usual quality;
 - (d) samples, descriptions, drawings, plans, designs, and packing instructions of Buyer;
 - (e) quality manuals;
 - (f) the technical purpose intended;
 - (g) all relevant standards (including without limitation applicable industry standards);
 - (h) all requirements under all applicable laws; and
 - (i) all necessities of security.
 - (ii) the Goods are:
 - (a) properly packed;
 - (b) conveyed with good title;
 - (c) free from deficiencies and defects (whether in materials, workmanship, or otherwise);
 - (d) free of any encumbrances, rights of third parties or other defects of title;
 - (e) of merchantable quality and fit for their ordinary and particular purpose; and
 - (f) state of the art.
 - (g)

General Purchase Terms and Conditions



4. Quality and Control

- 4.1. Supplier will maintain an inspection and quality system acceptable to Buyer to ensure that the Goods meet the warranties required under Section 3.
- 4.2. Upon Buyer's request, Supplier will promptly notify Buyer in writing when, by whom, and in what manner a quality control check has been made and the results of such quality control check. Supplier shall cause its sub-suppliers and subcontractors to similarly maintain the quality control of the products and services that will be used by Supplier in producing the Goods.
- 4.3. Supplier will maintain adequate authenticated certifications for the goods.
- 4.4. Supplier will retain the relevant reports and certifications until fifteen (15) years after completion of the respective order and will make these available to Buyer for inspection, copying and use upon demand.

5. Changes

- 5.1. Buyer may at any time change the Goods, including without limitation the drawings, designs, specifications, materials, packaging, marking, shipping dates, or time or place of delivery. Supplier will promptly make such changes.
- 5.2. Supplier will not make any change to the Goods except at Buyer's written instruction or with Buyer's prior written approval. If changes are made to the Goods with Buyer's approval, Buyer may request a new sample, which Supplier will provide at Supplier's sole cost and expense.
- 5.3. If any change under this Section 5 causes an increase or decrease in the cost of, or timing required for, performing this Order, an equitable adjustment will be made in the Order price, delivery dates, or both, and the Order will be modified accordingly.

- 6. Information on possible delivery delay** – As soon as Supplier reasonably expects that any agreed delivery date cannot be met, it will inform Buyer in writing of the expected delay, specifying the reasons for and the expected duration of the delay, and thereafter provide updated reports thereof in intervals of no more than two (2) days.

7. Packing and Marking

- 7.1. Supplier will properly pack and mark the Goods suitable to the mode of transportation, and in compliance with the requirements of Buyer, the carrier, and applicable laws. Packing and marking shall be authorized by Buyer in writing prior to shipment.
- 7.2. Dangerous materials, including without limitation hazardous materials, must be marked appropriately and in compliance with all applicable laws.

General Purchase Terms and Conditions



8. Delivery

- 8.1. Unless otherwise stated in the Order, Buyer is purchasing the Goods [Incoterms 2000]
- 8.2. Supplier will notify Buyer without delay of the dispatch to the stated delivery address or the readiness of the Goods for dispatch, stating date of the dispatch or availability, number of packing cases, list of contents with product description, unit quantity and gross weight of each case.
- 8.3. Supplier shall ensure that a bill of lading (or other agreed upon, appropriate, or required shipping receipts or delivery notes) are enclosed with the Goods.
- 8.4. Buyer may reject Goods delivered prematurely.

9. References, Certificates of Origin

- 9.1. All bills of lading (or other agreed upon, appropriate, or required shipping receipts or delivery notes) and invoices of Supplier must designate the appropriate order number together with the related production designation.
- 9.2. Supplier will provide certificates of origin on an annual basis, and, in addition thereto, promptly upon each change of origin, and/or Buyer's request at any time.

10. Price, Taxes and Payment

- 10.1. The price includes packing and shipping, but is exclusive of any and all taxes.
- 10.2. Supplier shall separately list all applicable taxes (including without limitation value-added tax (VAT)) on a separate tax invoice. Buyer may furnish to Supplier lawful evidence of exemption.
- 10.3. Buyer will pay for Goods delivered, accepted, and invoiced at the agreed price less agreed deductions.
- 10.4. Payment will be effected within 14 days after maturity according to item 10.3 less 3% or within 90 days net.
- 10.5. The price will not be subject to any variation without the prior written consent of Buyer.

11. Delay in Delivery

- 11.1. If Supplier, for any reason, does not comply with Buyer's delivery schedule or any other requirement of the Order, Buyer may, in its sole discretion, require an expedited delivery schedule; cover; and/or adjust any quantity requirement under the Order accordingly.
- 11.2. Supplier shall be liable for all excess costs and for all other direct, consequential, and incidental damages incurred by Buyer as a result of Supplier's failure including without limitation additional transportation costs; the cost of any assembly line or manufacturing process disruption; and the cost of obtaining Goods from an alternate source.
- 11.3. Buyer's rights under this Section 11 are at Supplier's sole expense, at Buyer's sole discretion, and in addition to and without prejudice to any other right or remedy available to Buyer.

General Purchase Terms and Conditions



12. Force Majeure – Neither party shall be liable for delay in the performance of its obligations under the Order as a result of a force majeure (including without limitation acts of God, strikes, lockouts, and other industrial disputes, fire, or official acts of a government authority) or other events beyond such party's control without its fault or negligence, that, despite its diligent efforts, cannot be resolved. The party affected by such force majeure shall immediately notify the other party in writing on such event detailing and on demand giving evidence for its cause, term and effects and shall undertake its best efforts to limit the effects on the other party. In such event, the other party shall be entitled to restrict or terminate the Order.

13. Inspection and Acceptance of Goods

- 13.1. Buyer shall be entitled to inspect all Goods at all times and places, including during the period of manufacture. Such inspection may at Buyer's option include Supplier's compliance with required quality control procedures. Supplier will permit Buyer and/or its designees access to Supplier's facilities at reasonable times and will provide tools, facilities, and assistance reasonably necessary for such inspection and/or confirmation at no cost to Buyer.
- 13.2. Notwithstanding anything to the contrary herein, Supplier agrees that Buyer's inspection of the Goods, whether during manufacture prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Goods.
- 13.3. Supplier waives its objection of late inspection and/or notification.
- 13.4. Supplier agrees that payment of the purchase price does not constitute acceptance.

14. Non-conforming Goods

- 14.1. If defective or non-conforming Goods are rejected by Buyer, the quantities under the Order will be reduced unless Buyer otherwise notifies Supplier, and Supplier will not replace reduced quantities without written instruction from Buyer. Following rejection, Supplier shall, without prejudice to any other right or remedy of Buyer, at Buyer's sole discretion, and at Supplier's sole expense: (a) accept return of the Goods to Supplier at full invoice price, plus transportation charges and related expenses; or (b) replace the Goods with conforming Goods; and (c) correct at any time prior to shipment from Buyer's plant Goods that fail to meet the requirements of the Order.
- 14.2. Supplier is liable for all direct, incidental and consequential damages, losses, costs, and expenses incurred by Buyer (including lost profits) resulting from Supplier's failure to deliver conforming and non-defective Goods or to comply with the shipping and delivery or other requirements of Buyer (even if Supplier has cured the failure) including without limitation:
 - (i) any amounts charged by Buyer's customers;
 - (ii) all costs of containment, sorting, repair, replacement, cure, cover, or any other costs incurred by Buyer, in such manner and in such amount as reasonably determined by Buyer; and
 - (iii) all costs of any recall campaign, corrective service action, or other voluntary or involuntary action in which Buyer participates (or in which any customer of Buyer participates in connection with incorporation of the Goods in products sold by such customer of Buyer);

General Purchase Terms and Conditions



- 14.3. Supplier's obligations under this Section 14 shall not be excluded or limited by:
- (i) Buyer's approval of drawings or specimens;
 - (ii) the omission or delay of a notification of a deficiency or defect;
 - (iii) Buyer's payment of the purchase price; or
 - (iv) any purported limitation or exclusion of warranty claims by Supplier.
- 14.4. Promptly upon learning of defective or non-conforming Goods, Supplier will develop, document, and implement corrective actions in accordance with all applicable quality control policies and standards of Buyer and its customers. Supplier will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in the Goods that is or may become harmful to persons or property.

15. Indemnification

- 15.1. Supplier will indemnify, defend, and hold harmless Buyer, its affiliates and parent, customers, dealers and users of the Goods sold by Buyer (or products into which the Goods have been incorporated) and all of their respective agents, successors, and assigns, and each of their shareholders, directors, officers, employers and agents (collectively, "Indemnified Parties"), on demand, from and against any and all losses, expenses, damages, claims, suits and liabilities (including incidental and consequential damages, recall, repair and replacement expenses, court costs and attorneys' fees) ("Losses") arising as a result of or in connection with:
- (i) any actual or alleged breach of the Order, including without limitation an actual or alleged breach of warranties or liabilities contained in the Order or arising under applicable law based on actual or alleged deficiencies or defects of the Goods;
 - (ii) any claim that the manufacture, use, sale or resale of the Goods infringes any patent, trademark, utility model, industrial design, copyright or other intellectual property right (collectively, "Intellectual Property") of any party; and/or
 - (iii) any acts or omissions of Supplier, its agents, employees or subcontractors.
- 15.2. If Supplier is obligated to indemnify under this Section 15, then Buyer may, at its option, and at Supplier's sole cost and expense, participate in the defense of any claim with Buyer's own counsel.

16. Insurance – Supplier will maintain Workers' Compensation, comprehensive general liability, product liability, and property damage insurance in amounts and coverages sufficient to cover all potential claims under the Order. Upon Buyer's request, Supplier will furnish certificates evidencing such insurances, and, if further requested by Buyer, such certificates will expressly provide that Buyer will receive thirty (30) days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Supplier's purchase of insurance coverage or the furnishing of certificates of insurance will not release Supplier of its obligations or liabilities under the Order. Upon Buyer's request, Supplier shall cause its insurer to name Buyer as an "additional insured" (or similar designation) on any insurance policy.

17. Default

- 17.1. "Default" means:
- (i) Supplier's repudiation, breach, or threatened breach of any term or condition of the Order;
 - (ii) Supplier makes an assignment for the benefit of creditors, or becomes the subject of an insolvency or bankruptcy proceeding (whether voluntary or involuntary);
 - (iii) Supplier's liquidation or dissolution; or

General Purchase Terms and Conditions



- (iv) at any time in Buyer's sole judgment Supplier's financial or other condition or progress on this Order shall be such as to endanger timely performance of Supplier's obligations under the Order.
- 17.2. In case of Default, Buyer has the right, in its sole option, to:
- (i) cancel the Order in whole or in part;
 - (ii) purchase Goods in substitution for those to be supplied under the Order;
 - (iii) charge Supplier for any excess cost as well as incidental and consequential damages resulting from Default; and/or
 - (iv) elect to pursue and enforce any all rights or remedies of Buyer under applicable law or equity.

18. Termination

- 18.1. In addition to Buyer's other rights to terminate the Order, Buyer may at any time terminate the Order or any part thereof for convenience upon written notice to Supplier.
- 18.2. Upon receipt of Buyer's notice of termination for convenience under Section 18.1 or for Default under Section 17, Supplier will:
- (i) immediately stop all work under the Order (and cause its suppliers and subcontractors to similarly stop all work);
 - (ii) transfer title and deliver to Buyer all finished Goods, work-in-process, and parts and materials that Supplier produced or acquired in accordance with the Order that Supplier cannot use in producing Goods for itself or others;
 - (iii) take action reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instruction from Buyer has been received.
- 18.3. If Buyer terminates the Order (or any part thereof) for convenience under Section 18.1, Buyer shall pay to Supplier the following amounts without duplication: (a) the Order price for all Goods that have been completed in accordance with the Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods in accordance with the Order (to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Order); less, however, the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Supplier with Buyer's written consent and the cost of any damaged or destroyed Goods or material. Buyer will make no payments for finished Goods, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorized neither in delivery releases nor for any undelivered Goods that are held in Supplier's standard stock or readily marketable. Payments made under this section shall not exceed the aggregate price payable by Buyer for finished Goods which would be produced by Supplier under delivery or release schedules outstanding at the date of termination.
- 18.4. IN NO EVENT SHALL BUYER HAVE ANY OBLIGATION FOR OR BE REQUIRED TO PAY SUPPLIER, DIRECTLY OR ON ACCOUNT OF CLAIMS BY SUPPLIER'S SUB-SUPPLIERS OR SUBCONTRACTORS, FOR LOSS OF ANTICIPATED PROFIT, FAILURE TO REALIZE ANTICIPATED PRODUCTION VOLUMES, REVENUES OR SAVINGS, UNABSORBED OVERHEAD, INTEREST ON CLAIMS, PRODUCT DEVELOPMENT AND ENGINEERING COSTS, TOOLING, FACILITIES AND EQUIPMENT REARRANGEMENT COSTS OR RENTAL, UNAMORTIZED CAPITAL OR DEPRECIATION COSTS, OR GENERAL ADMINISTRATIVE BURDEN CHARGES FROM TERMINATION OR EXPIRATION OF THE ORDER.

General Purchase Terms and Conditions



- 18.5. IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED PROFITS, INTEREST, PENALTIES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS ORDER, WHETHER FOR BREACH OF CONTRACT, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, DEATH OR OTHERWISE.

19. Confidentiality

- 19.1. Supplier shall retain as strictly confidential all information of Buyer supplied by Buyer to Supplier in connection with the Order, including without limitation drawings, specifications, Intellectual Property, or other documents or materials ("Confidential Information"), and will not disclose, reproduce, or use Confidential Information except as is required for Supplier to fulfill its obligations under the Order.
- 19.2. Supplier shall not advertise, publish, or otherwise disclose its business relations with Buyer, including without limitation the existence of the Order or the terms and conditions thereof, without prior written approval from Buyer.
- 19.3. No information disclosed by Supplier to Buyer will be deemed confidential, and Supplier will have no rights against Buyer with respect thereto unless such rights exist under patent laws.
- 19.4. Supplier shall, within five (5) business days of Buyer's request or the expiration or termination of the Order, return all Confidential Information (including all copies, notes and/or extracts thereof) at Supplier's sole cost and expense.

20. License

- 20.1. Supplier hereby grants to Buyer, its parent, subsidiaries and affiliates, and their respective successors and assigns, a non-exclusive, royalty-free, irrevocable, fully paid-up worldwide license, under:
- (i) Intellectual Property rights owned or controlled by Supplier or its affiliates, and relating to the Goods, to use, repair, rebuild, reconstruct, resell, and relocate, sell, and import the Goods; and
 - (ii) any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Supplier in the course of Supplier's activity under this Order, to reproduce, distribute, and display such works and to prepare derivative works based thereon.

21. Buyer's Property

- 21.1. "Buyer's Property" means any tangible or intangible property to which Buyer has title. Buyer's Property includes:
- (i) all property which is furnished by Buyer, either directly or indirectly, to Supplier to perform the Order, including without limitation all drawings, blueprints, specifications and other documents ("Documents") and tooling, gauges, jigs, dies, fixtures, and other equipment ("Tooling");
 - (ii) all Tooling and other equipment for which Buyer has agreed to compensate Supplier;
 - (iii) Intellectual Property and Confidential Information of Buyer; and
 - (iv) any modifications, repairs, refurbishments, and replacements of Buyer's Property.
- 21.2. Buyer will at all times retain ownership of and title to Buyer's Property.
- 21.3. Supplier shall have only temporary possession as a bailee at will.

General Purchase Terms and Conditions



- 21.4. Supplier may not release, relocate, or dispose of Buyer's Property to any third party without Buyer's prior written consent, and Supplier shall promptly notify Buyer of the location of Buyer's Property if located at any place other than Supplier's facility.
- 21.5. Supplier will not alter Buyer's Property;
- 21.6. Supplier shall use Buyer's Property only for the production of Goods for Buyer.
- 21.7. Supplier will keep adequate records of Buyer's Property which will be made available to Buyer upon request.
- 21.8. Supplier will keep Tooling and Documents fully insured for the benefit of Buyer.
- 21.9. Supplier will, at its sole cost and expense, store, protect, preserve, repair and maintain Buyer's Property in accordance with commercially reasonable practices at its own expense.
- 21.10. If Buyer's Property becomes lost or damaged while in Supplier's possession, Supplier will indemnify Buyer or replace such Property at Supplier's expense, in accordance with Buyer's instructions.
- 21.11. Supplier shall, within five (5) business days of Buyer's request or the expiration or termination of the Order, return all of Buyer's Property (including all copies, notes and/or extracts thereof) at Supplier's sole cost and expense.
- 21.12. Buyer will have the right to enter Supplier's premises to inspect Buyer's Property and Supplier's records regarding Buyer's Property.
- 21.13. Supplier shall not create, assert, or allow to exist any lien on Buyer's Property and Supplier agrees to immediately sign any documents reasonably required by Buyer to perfect all rights granted herein.

22. Tooling

- 22.1. Unless otherwise specified all Tooling and/or other articles required for the performance hereof will be furnished by Supplier, who will maintain such articles in good condition and replace them when necessary at Supplier's expense.
- 22.2. Tooling purchased or paid by Buyer under or in connection with the Order shall be property of Buyer and shall be marked and tagged by Supplier as such. Supplier shall bear all risk of loss and damage to Buyer's Tooling and shall maintain such Tooling in operable condition and replace worn out Tooling at Supplier's expense to the extent necessary to produce acceptable parts. Such repaired or replaced Tooling shall become the property of Buyer. Buyer's Tooling shall not be commingled with Supplier's property or that of third persons, used except as is required for the manufacture of Goods for Buyer, or moved from Supplier's premises without prior written consent of Buyer. Buyer shall have the right to enter Supplier's premises at reasonable time to inspect Buyer's Tooling and Supplier's records pertaining to such.
- 22.3. At Buyer's request or upon the expiration or termination of the Order, Supplier shall promptly deliver Buyer's Tooling to Buyer at any location designated by Buyer. Supplier's obligations to deliver Buyer's Tooling shall not be subject to any set off, recoupment or counterclaim arising from the Order or other transactions with Supplier. Buyer will reimburse Supplier for any packaging and transportation cost reasonably incurred by Supplier in delivering such Tooling.

General Purchase Terms and Conditions



- 23. Remedies** – No remedy of Buyer referred to in the Order is intended to be exclusive, but each shall be cumulative and in addition to any remedy otherwise available under applicable law. Supplier shall pay Buyer all costs and expenses incurred by Buyer (including without limitation reasonable attorneys’ fees and court costs) in the collection of monies owed by Supplier to Buyer or in otherwise enforcing Buyer’s rights against Supplier under the Order. Supplier acknowledges and agrees that damages may be an inadequate remedy in the event of a breach of the Order, that any such breach may cause Buyer great and irreparable injury and damage, and that Buyer will be entitled, without waiving any additional rights or remedies otherwise available to Buyer, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach of the Order.
- 24. Assignment** – Supplier shall not assign its rights (including without limitation rights to payment or claims) or delegate or subcontract any of its obligations under the Order without the prior written consent of Buyer.
- 25. Set Off, Recoupment** – In addition to any right of setoff or recoupment provided under applicable law, all amounts due to Supplier shall be considered net of indebtedness of Supplier to Buyer, and Buyer may deduct any amounts due or to become due from Supplier to Buyer from any sums due or to become due to Supplier.
- 26. Duty Drawback Rights** – The price under the Order includes all related customs, duty, and import drawback rights (including rights developed by substitution and rights which may be acquired from Supplier’s sub-suppliers and subcontractors) which will accrue to the exclusive benefit of Buyer. Supplier agrees to inform Buyer of the existence of any such rights and upon request to supply such documents necessary to obtain such drawback, and to reasonably cooperate with Buyer to obtain payment.
- 27. Compliance with Laws** – Supplier shall comply with all laws (including without limitation all laws, rules, regulations, ordinances, and governmental and judicial orders) applicable to Supplier’s performance of its obligations under this Purchase Order.

28. Dispute Resolution

- 28.1. Except for claims for equitable or injunctive relief, which may be brought before any court having competent jurisdiction, in the event of any controversy or dispute arising out of or in connection with an Order (a "Dispute"), either party may call a meeting of the parties by prior written notice. Those attending the meeting shall have the authority and shall use all reasonable endeavours to resolve the Dispute. If the meeting attendees fail to resolve the Dispute within thirty (30) days of its being referred to them, either party may refer the Dispute to the senior executive management of each party, who shall cooperate in good faith to resolve the Dispute as amicably as possible within thirty (30) days of the Dispute being referred to them.
- 28.2. In the event the senior executive managers are unable to resolve the Dispute within the thirty (30) days, the parties will submit the dispute to binding arbitration administered by either (i) the American Arbitration Association ("AAA") for US Buyers or (ii) the London Court of International Arbitration ("LCIA") for non-US Buyers under the AAA's or LCIA's, as the case may be, commercial arbitration rules, before a sole arbitrator, who shall be selected in accordance with such rules. The place of arbitration shall be Chicago, Illinois, United States of America, for US Buyers and London, England for non-US Buyers. Any decision rendered by the arbitrator shall be final and binding and may be entered in any court or tribunal having jurisdiction thereof. In any action or proceeding with respect to any dispute, the arbitrator or court or tribunal (in the case of request for equitable or injunctive relief) shall award the prevailing party such prevailing party's reasonable fees and expenses (including without limitation attorneys' fees and accounting fees associated with investigating, preparing, and pursuing such claim).

29. General Provisions

- 29.1. Any provision of the Order which is finally determined to be unlawful or unenforceable will be deemed severed from the Order, and the legality and enforceability of such provision in every other respect and of the remaining provisions of the Order will remain in full force and effect.
- 29.2. Unless otherwise specified, the place of performance will be deemed to be the jurisdiction in which Buyer is located ("Buyer's Jurisdiction").
- 29.3. Subject to Section 28, the courts or tribunals of Buyer's Jurisdiction shall have exclusive jurisdiction over any dispute arising from or in connection with the Order.
- 29.4. The Order will be governed by the laws of Buyer's Jurisdiction, without regard to such jurisdiction's conflict of laws principles. The Convention on Contracts for the International Sale of Goods shall not apply to the Order.
- 29.5. No failure or delay by the in exercising any right or remedy under the Order shall operate as a waiver thereof, nor shall any single or partial waiver of any right or remedy under the Order constitute a waiver of any other any other or subsequent right or remedy under the Order.
- 29.6. Except as expressly stated herein, no alteration or addition to the Order shall be binding on the parties unless it is in a writing signed by both parties.