MACON WATER AUTHORITY
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I. EXCLUSIVITY OF TERMS

THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER ARE EXCLUSIVE. IF THIS ORDER CONSTITUTES AN OFFER, THEN BUYER HEREBY GIVES NOTICE OF ITS OBJECTION TO ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS EXCEPT THOSE THAT MAY BE ACCEPTED BY BUYER IN WRITING. IF THIS ORDER CONSTITUTES AN ACCEPTANCE OF AN OFFER MADE BY SUPPLIER, THEN BUYER'S OBLIGATION TO ACCEPT AND PAY FOR ANY MATERIALS, EQUIPMENT OR SERVICES PROVIDED BY SUPPLIER IS EXPRESSLY CONDITIONED ON SUPPLIER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND ANY OTHER TERMS AND CONDITIONS THAT MAY BE ACCEPTED BY BUYER IN WRITING.

II. DELIVERY, TITLE AND RISK OF LOSS

Title and risk of loss for each item of material and equipment shall pass to Buyer upon acceptance. Supplier shall make arrangements for transportation to the destination specified by Buyer, using the method or route of transportation, if any, specified by Buyer.

III. INVOICES AND PAYMENT

A. INVOICES

Unless otherwise stated, Supplier shall issue invoices upon acceptance of materials and equipment and completion of all services and shall mail the invoices with a bill of lading to the invoicing group specified on the front of this Order. Supplier shall send the original and two duplicates of each invoice, and each invoice shall include the following information: (a) Supplier's job order number, if any; (b) reference to this Order, its date of issuance and its number; (c) identification of the line items of materials, equipment or services for which payment or partial payment is due; (d) the name of Buyer's representative designated to receive invoices; and (e) the total price of and payment then due for each item of material, equipment, and service. If Supplier is providing materials, equipment and services under more than one Order, each Order shall be invoiced separately.

B. PAYMENT

Except as otherwise stated, Buyer shall pay all proper invoices within 30 days after receipt by Buyer; provided, however, Buyer may withhold 10% of all invoiced amounts pending (a) receipt of any certificate of conformance or other documentation that may be specified herein, (b) acceptance by Buyer of all materials and equipment and (c) satisfactory performance of all of Supplier's services connected with this Order, or in the event of the assertion by other parties of any claim or lien against Buyer or its property or facilities arising out of this Order or Supplier's performance hereunder, Buyer shall have the right to retain out of any payments due or to become due to Supplier an amount sufficient to protect Buyer completely from any and all losses, damages or expenses therefor, until breach has been cured or the claim or lien has been satisfied, terminated or released to Buyer's satisfaction.

IV. WARRANTIES

A. MATERIALS, EQUIPMENT AND SERVICES

Supplier warrants that each item of material or equipment supplied hereunder shall (a) strictly conform to the description and specifications, if any, contained herein, (b) be free from defects in workmanship, materials and design and (c) be merchantable and fit for its intended purpose. Supplier also warrants that any services and work product resulting from such services provided hereunder (hereinafter collectively referred to as the "services") shall (a) be performed in accordance with all conditions and requirements contained herein and (b) reflect the level of skill, knowledge and judgement required or reasonably expected of suppliers supplying comparable services. Upon oral or written notice from Buyer that any of the materials, equipment or services supplied by Supplier hereunder fail to conform to the above warranties, Supplier shall, at Buyer's option and at no cost to Buyer, promptly repair or replace any item of material or equipment or correct or reperform any services so that they conform to the above warranties. The cost of transporting repaired or replaced items of materials and equipment to and from Buyer's property or facilities shall be borne by Supplier.

B. TITLE

Supplier warrants that the title to all items of material and equipment provided hereunder shall be good, and their transfer rightful, and that such items shall be free from any and all security interests, claims, demands, liens or other encumbrances. In the event any item of material or equipment fails to conform to the above warranty, Supplier shall defend the title thereto and shall, at Buyer's option and at no cost to Buyer, promptly remove any such security interest, claim, demand, lien or other encumbrance or shall replace the item of material or equipment with an item conforming to the above warranty.

C. EXCLUSIVITY OF WARRANTIES

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).

V. INSURANCE

If this Order requires any work to be performed on Buyer's property or facilities, then prior to the arrival of Supplier's personnel on Buyer's property or facilities, Supplier shall obtain and maintain, and require its subcontractors to obtain and maintain, the following policies of insurance with insurance carriers acceptable to Buyer: (a) workers' compensation insurance in-accordance with the requirements of all states where work is performed hereunder and any other states where the employees performing such work are normally employed, (b) employer's liability insurance with policy limits of not less than $1,000,000 per occurrence; (c) comprehensive general liability or commercial general liability insurance, including coverage for contractually assumed liability, with bodily injury and property damage combined single limits of not less than $1,000,000 per occurrence; and (d) automobile liability insurance with bodily injury and property damage combined single limits of not less than $1,000,000 per occurence. Such insurance shall cover all operations performed under this Order. Supplier and its subcontractors shall cause their insurers to provide Buyer with certificates, on forms acceptable to Buyer, evidencing the coverages specified above.

VI. INDEMNITY

Supplier agrees to indemnify and hold harmless, and if requested by Buyer to defend, Buyer and Buyer's directors, officers and employees from and against all claims, losses, liabilities and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to Buyer's property or facilities or the property of any other person or corporation in any manner arising out of, resulting from, caused by or connected with this order or any of the materials or equipment supplied or services performed by Supplier, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Supplier liable for any injuries, deaths or damages caused by the sole negligence of Buyer.

VII. PATENTS, COPYRIGHTS, AND TRADE SECRETS

Supplier shall, at its own expense, defend any suit or proceeding brought against Buyer based on an allegation that any materials, equipment or services, or any part thereof furnished hereunder, or use thereof for their intended purpose, constitute an infringement of any claim of any patent, copyright or trade secret, provided buyer notifies Supplier in writing. Supplier shall (a) pay all damages and costs (including reasonable attorneys' fees) awarded in any suit or proceeding and (b) indemnify Buyer against any expenses incurred by Buyer in providing information and assistance to Supplier for the defense of said suit or proceeding. If the materials, equipment and services, or any part thereof, as a result of any suit or proceeding so defended, are held to constitute infringement of any patent, copyright or trade secret and their use by Buyer in enjoined, Supplier shall, at Buyer's option and at no cost to Buyer, either (a) procure for Buyer the right to continue using said materials, equipment and services, or any part thereof, (b) replace them with substantially equivalent infringing materials, equipment and services or (c) modify them so they become noninfringing but remain substantially equivalent. These provisions shall not apply to the extent that the materials, equipment and services, or any part thereof, are (a) supplied in accordance with Buyer's design or instructions where compliance therewith has caused Supplier to deviate from its normal course of performance, (b) modified by Buyer or (c) combined by Buyer with items not furnished hereunder, and a suit or proceeding is brought against Buyer solely by reason of said design, instruction, modification or combination.

VIII. CHANGES

Buyer may at any time, by written Change Order, make changes in, additions to or deletions from the scope of work to be performed hereunder. If any such change significantly increases or decreases the time required for the performance of Supplier's obligations hereunder, an equitable adjustment shall be made in the performance schedule. If this Order is being performed on a fixed-price basis, and if any such change significantly increases or decreases the cost to Supplier of performing the work, then there shall be an equitable adjustment in the purchase price. Supplier shall not be entitled to an adjustment in the rate of compensation due for any change in the scope of work if this Order is being performed on a cost-reimbursable or time and materials basis. Supplier's right to an equitable adjustment in the purchase price or performance schedule, or both, as a result of any change initiated by Buyer pursuant to this article is expressly conditioned on supplier providing written notice of a request for such adjustment within 15 days after receipt of Buyer's notice of change. Such request for an equitable adjustment in the purchase price or performance schedule, or both, shall include a statement setting forth in detail, with a suitable breakdown by cost of materials, equipment and services, Supplier's estimate of the change in its costs, if any, together with any proposed adjustment in the purchase price or performance schedule, or both. Supplier shall proceed with its performance obligations as changed prior to or pending agreement upon an equitable adjustment in the purchase price or performance of the work because of any failure to so agree.

IX. DELAYS

A. Neither Buyer nor Supplier shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of their respective obligations hereunder due solely to circumstances beyond the reasonable control of the

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party experiencing such delay, including but not limited to acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; requirements, actions or failures to act on the part of governmental authorities preventing performance; inability despite due diligence to obtain required licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure"); provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five days after such party has learned of the Force Majeure and every 30 days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonable necessary to overcome the effect of the delay, subject, however, to Buyer's right to terminate this Order in whole or in part pursuant to Article XI. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay additional compensation.

B. DELAYS CAUSED BY BUYER

If Supplier's performance is delayed by Buyer, then there shall be an equitable adjustment in the performance schedule if Supplier's performance is delayed due solely to acts constituting intentional interference by Buyer and if Buyer is not excused for such delay pursuant to Article IX.A, then if this Order is being performed on a fixed-price basis, there shall be an equitable adjustment in the purchase price. Supplier shall not be entitled to an adjustment in the rate of compensation for any delay caused by Buyer if this Order is being performed on a cost-reimbursable or time and materials basis. Supplier shall give Buyer prompt written notice of the delay and shall submit a written request for such equitable adjustment in the purchase price or performance schedule, or both, within 10 days after the end of the delay in accordance with the procedures specified in Article VIII. Failure to submit a notice of delay and a request for an equitable adjustment within the time periods required by this article shall be deemed a waiver of Supplier's right to an equitable adjustment in the purchase price or performance schedule, or both, due to the delay. Except as provided in this article, Buyer shall not be liable for any increases costs incurred by Supplier due to any delay in Supplier's performance

X. SUSPENSION

Upon oral or written notice from Buyer, Supplier shall suspend all or any part of the work to be performed hereunder for such period of time as Buyer may direct. (Any oral notice of suspension shall be confirmed in writing). Buyer shall not be liable for the cost of any unauthorized work performed by Supplier during any period of suspension, and during such period Supplier shall not place further orders or enter into further subcontracts for materials, equipment or services relation to the suspended work. Delays in Supplier's performance caused by any suspension pursuant to this article shall be handled in the manner provided in Article IX.B.

XI. TERMINATION

Buyer may terminate this Order at any time, in whole or in part, by providing written notice of termination to Supplier, such termination to be effective as specified in the notice but not earlier than the day after the notice is received by Supplier. Upon receiving Buyer's notice of termination, Supplier shall discontinue work in accordance with Buyer's instructions, shall not place further orders or enter into further subcontracts for materials, equipment and services relating to the terminated work, and shall (to the extent possible) terminate existing orders and subcontracts relating to the terminated work. Upon termination, Buyer shall be entitled to receive all equipment and materials for which Buyer has made payment, including goods in manufacture but not yet completed. Upon termination, Supplier shall be entitled to termination costs equal to the documented direct and associated indirect costs reasonably and prudently incurred by Supplier in the performance of the terminated work plus documented expenses reasonable and prudently incurred incidental to termination, all plus 10% of such costs and expenses. Termination costs computed in accordance with the preceding sentence shall be reduced by any progress payments previously made by Buyer to the extent such payments were allocable to the terminated work. In no event shall Buyer be liable for any unabsorbed overhead or unrealized profits on the terminated work. The total compensation paid for the terminated work, including progress payments and termination costs, shall not exceed the total price Supplier would have received had the work not been terminated. Payment of termination charges computed in accordance with this paragraph shall discharge Buyer from further obligations hereunder.

XII. AUDITS

To the extent Supplier's compensation hereunder is computed on a cost-reimbursable basis, Buyer shall have the right, during the performance of this Order and for three years following the completion or termination thereof, to audit and inspect Supplier's books and records pertaining to the computation of compensation and reimbursable expenses payable to Supplier. If any such audit and inspection reveals an error or irregularity in the computation of such compensation or reimbursable expenses, an appropriate adjustment shall be made in the compensation paid or payable to Supplier. Such compensation adjustments shall be made within 30 days after identification of the error or irregularity. Buyer shall bear the expense of any such audit and inspection, and Supplier shall bear any expenses incurred by Supplier in supporting such audit and inspection.

XIII. COMPLIANCE WITH LAWS

A. GENERAL

Supplier shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of the work hereunder, including but not limited to all laws, rules, regulations and ordinances governing the practice of engineering. Supplier shall also comply, and shall require its employees to comply, with all rules, regulations and requirements pertaining to access to Buyer's property and facilities that it is advised of by Buyer.

B. DISCRIMINATION

Supplier agrees to comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; §402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60-1, 60-250, 60-741. Supplier agrees that the equal opportunity clause set forth on 41 C.F.R. § 60-1.4 and the affirmative action clauses set forth in 41 C.F.R. § 60-250.4 and 41 C.F.R. § 60-741.4 are hereby incorporated by reference and made a part of this Order. Supplier certifies that is does not and will not maintain any facilities it provides for its employees in a segregated manner and that it does not and will not permit its employees to perform their services at any location under Supplier's control where segregated facilities are maintained. Supplier further agrees to submit and obtain such certifications of nonsegregated facilities as are required by 41 C.F.R. § 60-1.8. The provisions of this paragraph shall apply to Supplier only to the extent that (a) such provisions are required of Supplier under existing law, (b) Supplier is not otherwise exempt from said provisions and (c) compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000e et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

C. FINES

Any fines or other penalties incurred by Supplier or its agents, employees or subcontractors for noncompliance with laws, rules, regulations or subcontractors for noncompliance with laws, rules, regulations or ordinances shall not be reimbursed by Buyer but shall be the sole responsibility of Supplier. If fines, penalties or legal costs are assessed against Buyer by any government agency or court due to noncompliance by Supplier with any of the laws, rules, regulations or ordinances referred to in paragraphs A and B above or any other laws, rules, regulations or ordinances with which compliance is required herein, or if the work of Supplier or any part thereof is delayed or stopped by order of any government agency or court due to Supplier's noncompliance with any such laws, rules, regulations or ordinances, Supplier shall indemnify and hold harmless Buyer against any and all losses, liabilities, damages, claims and costs (including reasonable attorneys' fees) suffered or incurred because of the failure of Supplier to comply therewith. Supplier shall reimburse Buyer for any and all legal or other expenses (including attorneys' fees) reasonably incurred by Buyer in connection with such losses, liabilities, damages or claims.

XIV. INSPECTIONS

Buyer shall have reasonable access to Supplier's manufacturing, design and other facilities, as well as the facilities of Supplier's subcontractors and suppliers of any tier, for the purpose of (a) auditing compliance with Supplier's quality control and assurance programs, (b) inspecting the materials, equipment and services, if any, covered by this Order and (c) expediting the work. Such inspections shall not relieve Supplier of its obligation to provide materials, equipment and services that comply in all respects with the requirements of this Order. Buyer shall also be entitled to review all quality control and assurance records, to inspect materials and equipment during manufacture and to witness all tests. Subcontracts placed for materials, equipment and services shall include a provision granting Buyer similar access to subcontractor's facilities.

XV. PROPRIETARY INFORMATION

The parties may have a proprietary interest in certain information furnished to each other pursuant hereto. Buyer and Supplier shall keep in confidence and shall not disclose any such information that is specifically designated as being proprietary to the other party without specifically designated as being proprietary to the other party without the prior written consent of the other party except that Buyer may disclose such information to its suppliers or contractors for the purposes of securing services, securing materials and equipment in connection with the operation, modification and maintenance of Buyer's existing facilities, provided Buyer requires such suppliers or contractors (a) to return or destroy all written materials containing information designated as proprietary to Supplier and (b) to agree not to make any further disclosure of such information or to use it for any purpose other than that for which it was disclosed by Buyer. The provisions of this paragraph shall not apply to information (notwithstanding any confidential designation thereof) that (a) is or becomes generally available to the public without breach of this Order, (b) is received from a third person without limitation or restriction at the time of disclosure or (c) was known to and reduced to writing by the party receiving such information prior to disclosure by the other party. Notwithstanding the above restrictions, Buyer or Supplier may disclose such proprietary information where required by any court, government agency or proper discovery request or to the extent necessary to secure governmental authorization: provided, however, that prior to making any such disclosure, the disclosing party shall: (a) to the extent practical, provide the nondisclosing party with timely advance notice of its intent to disclose: (b) minimize the amount of proprietary information to be disclosed consistent with the interests of the nondisclosing party and its subcontractors and suppliers of any tier and the requirements of the court, government agency or discovery request involved and (c) make reasonable efforts to secure confidential treatment of the proprietary information to be provided or to seek revision of the information request to minimize the amount of proprietary information to be supplied.

XVI. OWNERSHIP OF MATERIALS, DESIGNS AND DATA

Buyer shall retain ownership of all information, designs, materials and data provided to Supplier unless otherwise provided herein. Buyer also shall have complete and unrestricted ownership rights to all drawings, designs, computer software, procedures and other information provided to Buyer by Supplier in the course of performance hereunder; provided, however, Supplier shall have the right to use such materials in the normal course of its business. If Supplier exercises this right, Supplier shall remove any reference to Buyer from any materials so used, and Supplier shall remove any reference to Buyer from any materials so used, and Supplier shall indemnify and hold harmless Buyer and Buyer's officers, directors and employees from and against any and all losses, expenses (including reasonable attorneys' fees) and liabilities resulting from or arising out of use of such materials by Supplier or by others who may be authorized by Supplier. Supplier shall keep all written materials provided by Buyer and all written materials prepared by Supplier for so long as may be required under the provisions of the applicable quality control and assurance programs but not less than one year after termination of this Order or completion of all work. Thereafter, Supplier shall notify Buyer at least 60 days prior to disposal of such materials and shall deliver such materials to Buyer if Buyer so requests.

XVII. LIENS

Supplier waives, and shall require its subcontractors and suppliers of any tier to waive, any and all liens and claims, and the right to file and enforce or otherwise assert any such liens and claims, against Buyer or Buyer's property or facilities for work done, services performed, or materials or equipment furnished hereunder.

If any liens or claims are filed or asserted against Buyer or Buyer's property of facilities for services performed or material or equipment furnished by Supplier or its subcontractors and suppliers of any tier in connection with this Order, Supplier shall promptly discharge or remove any such lien or claim by bonding, payment or otherwise and shall notify Buyer promptly, when it has done so. If Supplier does not cause such lien or claim to be released or discharged by payment or if Supplier fails to provide a bond in lieu thereof, Buyer shall have the right (but shall not be obligated) to pay all sums necessary to obtain such releases and discharges and to deduct all amounts so paid from the amount due Supplier.

XVIII. TIME OF THE ESSENCE

If this Order includes a schedule of performance requiring Supplier to deliver materials of equipment or to complete services in accordance with an established schedule or by a certain date, time shall be considered of the essence with respect to delivery of materials and equipment and performance of services.

XIX. NOTICES

All certificates or notices required to be given hereunder shall be in writing and addressed to Buyer's or Supplier's representative(s) specified herein. Copies of all general correspondence regarding this Order shall also be sent to these representatives. Any notice or communication required to be given in writing shall be given by registered, certified or first class mail (postage prepaid), TWX, telex or telecopy. The date of receipt of such notices as may be sent by mail (except for confirmatory notices) shall be the date the notice shall be deemed to have been given.

XX. MISCELLANEOUS

A. GOVERNING LAW

The laws of the State of Georgia shall govern the validity and construction of this Order. The contract evidenced by this Order shall be deemed to have been executed in Georgia regardless of the actual place of signing.

B. WAIVERS

The failure of Buyer to demand strict performance of the terms of, or to exercise any right conferred in, this Order shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future.

C. SEVERABILITY

If all or part of any provision hereof shall become or be declared unlawful, the rights and obligations of Supplier and Buyer shall be reduced only as much as is necessary to remove the illegality.

D. ASSIGNMENT

Supplier shall not assign or otherwise delegate its duties or obligations arising hereunder. Any such assignment or delegation shall be void.

E. SUBCONTRACTS

Supplier shall not subcontract any of the work or services to be performed hereunder without Buyer's prior written consent. Buyer shall have the right, at its sole option, to review and approve all subcontractors and subsuppliers of fabrication or specialty process services. Such written approval, or the waiver thereof, must be received prior to releasing any such fabrication or specialty process subcontractor or subsupplier to perform work hereunder. Supplier shall require its subcontractors and subsuppliers, if any, to be subject to and perform all work and services in accordance with the terms and conditions of this Order. Supplier also shall require the subcontractors and subsuppliers to have in effect a quality assurance program that meets the requirements of this Order and to comply with the quality assurance provisions hereof. Supplier shall not be relieved of any duty or liability hereunder by reason of such subcontracting and shall remain responsible to Buyer for full performance of all the terms and conditions of this Order.

F. SURVIVAL

Neither completion of the work nor any termination or cancellation of this Order shall be deemed to relieve Supplier of any obligations hereunder that by their nature survive completion of the work, including but not limited to all warranties, promises of indemnity and confidentiality obligations.

G. INDEPENDENT CONTRACTOR

Supplier is an independent contractor with respect to services performed hereunder. The contract evidenced by this Order is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed.

H. HAZARDOUS MATERIALS

If any of the materials furnished hereunder are designated by laws, rules, regulations or ordinances as hazardous or toxic, either in the form to be furnished or as waste upon disposal, Supplier shall notify Buyer and propose a nonhazardous or nontoxic alternative if such an alternative exists. Supplier shall package and label all such materials in accordance with applicable laws, rules, regulations and ordinances and with all applicable certificates, warnings and instructions for shipping, safety, handling, exposure and disposal in a form sufficiently clear for use by nontechnical personnel. When material furnished is hazardous material as defined by Department of Transportation regulations, the following certification must be made on the bill of lading. "This is to certify that the above name articles are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

I. HEADINGS

Article and section headings contained herein are inserted for convenience and shall have no effect on the interpretation or construction of this Order.

J. PUBLICITY

Supplier agrees that no information relative to this Order shall be released for publication, advertising, or any other purpose without Buyer's prior written consent.

K. CONFIDENTIALITY

This Order and the terms and conditions herein are considered confidential. Supplier and Buyer agree to refrain from disclosing this Order or its terms and conditions to any third party, except as may be required by a court, government agency or proper discovery request. If either party is required to disclose this Order or any of its terms and conditions, such party shall use its best efforts to insure that such disclosure is made on a confidential basis and shall promptly notify the other party of such disclosure.

L. ENTIRETY OF AGREEMENT

This Order constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior or contemporaneous agreement or understanding between the parties. No course of dealing, no usage of trade and no course of performance shall be used to supplement or explain any term, condition or instruction used in this Order, nor be deemed to effect any amendment.