

Definitions and Boilerplate Provisions

(Capitalized terms used and not defined herein have the meanings given them by the contract between the parties that incorporates these definitions and boiler-plate provisions.)

A. GENERALLY-APPLICABLE DEFINITIONS

1. **“Agreement”** means the main document referencing these definitions and boiler plate provisions, all additional documents and terms and conditions incorporated in such main document, and all Order Forms (as defined herein) formed under such main document.
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15. **Entire Agreement.** The Agreement contains the entire agreement between the Parties with respect to the subject matter covered therein and shall supersede any and all prior and contemporaneous communications, representations, agreements and/or undertakings, either verbal or written, between the Parties in respect of the said subject matter.
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18. **Notices.** All formal notices and other communications required or permitted under the Agreement shall be in writing and shall be mailed by certified or registered mail, postage prepaid, delivered either by hand or by messenger, or transmitted by e-mail or fax to the address on the signature page of this Agreement, or at such other address as either Party shall have furnished to the other in writing. All such notices and other written communications shall be effective (i) if mailed, seven (7) days after mailing, (ii) if delivered, upon delivery, or (iii) if e-mailed or faxed, within one (1) business day after transmission, provided that the notifying Party has written verification of receipt.
19. **Waiver.** The waiver by any Party of a breach or default by the other Party of any provision of the Agreement shall not be construed as a waiver by such Party of any succeeding breach or default by the other Party in the same or other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.
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