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Novanta's warranty, as set out in this Agreement, is in addition to any mandatory rights and remedies that you may have under the *Australian Consumer Law*.

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  - b. **Independent Contractors.** You are an independent contractor, and nothing contained herein will be deemed or construed to create a joint venture, franchise, partnership, agency or similar relationship between Novanta and you.
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  - d. **Modifications.** This Agreement may be modified only by a written instrument duly executed by an authorized officer of the party affected by such modification. No condition, usage of trade, course of dealing or performance, understanding or agreement purporting



to amend, modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound.

- e. **Waiver.** No delay or failure by either party to detect, protest or remedy the failure of the other party to perform any obligation under this Agreement will constitute a waiver of such party's rights. No waiver of any provision of this Agreement or of any rights or obligations of either party hereunder will be effective unless in writing and signed by an authorized officer of the waiving party.
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