



Project :- Greens Towers - Begumpet c/o Modi Properties.

Hyderabad.

Kind Attention:- Project In charge.

Customer Ref:	Trane Ref:	Date:	Customer:
By E-mail	TTIPL/WC SCREW/786/	15/04/2025	M/s. Modi
	2025/01/R6.		Properties.

<u>Sub:</u> Techno Commercial Offer for Supply of "<u>AHRI Certified 200TR X 1No</u>'s - Water Cooled Screw Chiller for your requirement".

Dear Sir,

With reference to the above subject, we are pleased to enclose herewith our most competitive proposal for your kind perusal:

1. **Annexure – I** Technical Specifications

2. **Annexure – II** Commercial Offer

3. Annexure – III Terms & Conditions

Trane Group works with contractors, facility owners, operators, designers and installers, to reduce costs & raise productivity, by

- Managing energy consumption through efficient equipment and integrated controls.
 - Controlling maintenance expense.
 - Improving comfort & Indoor Air Quality.
 - Ensuring reliability.
 - Providing building management systems and optimizing the HVAC system design.
 - Addressing health, safety & environmental issues.
 - Providing meaningful information & remote monitoring capability.
 - Reducing risk and complexity during project phase.

Trane Group has a comprehensive range of energy efficient systems, quality HVAC products and services coupled with application expertise. We welcome your additional enquiries.

Yours faithfully,

For Trane Technologies India Pvt. Ltd

Mohammed Omar.

Deputy Manager – Applied Sales (CHILLER's)

Location : Hyderabad. Mob:- +91 8951468028.

E :- omar.omar@tranetechnologies.com.





Annexure-I: Technical Details – Water Cooled Screw Chiller.

The Series R™ Helical Rotary Chiller model RTHD virtually eliminates worries about chiller performance, in nearly any setting. With its highly reliable semi-hermetic design, excellent lift and linear-unloading capabilities, and easy-to-manage controls.



Outstanding chiller performance currently in its fourth generation, this hardworking chiller remains one of the most robust chiller models on the market today. Proven technology enables RTHD to achieve first-cost and ongoing operational cost savings in real world applications.

- Full-load energy efficiency reduces operating and lifecycle costs
- Reduced sensitivity to water temperature alleviates startup concerns
- Advanced design enables chilled water temperature control to +/- 0.5°F (0.3°C) which in turn allows more precise humidity control
- Flexible evaporator and/or condenser arrangements and other chiller features enable you to specify the level of efficiency that is best for your system, building and operations

Simply reliable and virtually maintenance free the key to RTHD reliability is design simplicity. It has very few complicated moving parts to break down. As a result, the only required maintenance for the RTHD chiller is an annual oil analysis. Recommended maintenance is limited to cleaning the condenser tubes as needed and reviewing operating logs.

- Direct-drive, low-speed, semi-hermetic compressor has only three moving parts
- Semi-hermetic design enables the compressor motor to operate in a cool, clean environment

Supporting LEED Certification

Because of its energy efficiency and refrigerant selection and usage, the Trane Series R Helical Rotary Chiller can move you forward on your path to LEED® Building Certification. Both full and part-load performances of the RTHD chiller exceed the ASHRAE 90.1 standard that serves as the LEED baseline.





	TECHNICAL DATA	SHEET -
200TR -	WATER COOLED	SCREW CHILLER.
BASE UNIT MODULE		
Chiller Model		RT (Water Cooled Screw series R™)
Pressure Vessel Code		ASME pressure vessel code
Evap/Cond End Connection type		Flange end Connection
End Cap Design		150 PSI
Type of Expansion Valve		Electronic Expansion Valve
Refrigerant		R134A
Full Load Sound Pressure - AHRI	dBA	78
	COMPRESSOR M	ODULE
Compressor Make		TRANE
Туре		Screw Compressor
Type of Screw		Twin Screw single compressor
No. of Steps		Automatic Stepless Mechanism
Capacity Control		Slide valve mechanism
Oil Flow		Diff Refrigerant Pressure Oil Flow System
COMPRESSOR -	MOTOR	
Туре		Two-Pole, Squirrel cage, Induction- type
Hermetic / Semi - Hermetic		Semi-Hermetic
Drive		Direct drive
Cooling of Motor		Suction gas Cooled
	VEIGHTS AND DIM	
Shipping weight	kg	5100
Operating weight	Kg	5449
	EVAPORATOR M	
Type of Evaporator		Flooded type
Heat Exchanger Type		Shell & Tube
Material and type of Tube		Copper / Internal & External Enhanced
Tube dia		1 inch / 25.44 mm
Insulation thickness and Type		19mm thick Closed Cell Nitrile Rubber
No. of Passes		2
Refrigeration capacity	TR	210
Evap in/out temperature	Deg C	12 / 7
Evap flow rate	m3/hr	126.4
Evap water side pressure	m H20	1.80
Evap Fluid		Water
Evap fouling factor	hr-sq ft-deg F/Btu	0.0001
	CONDENSER MO	DDULE
Type of Condenser		Flooded type
Heat Exchanger Type		Shell & Tube
Material and type of Tube ®		Copper / Enhanced Fin





Tube dia		3/4 inch / 19.05 mm
No. of Passes		2
Cond entering temperature	deg C	30
Cond leaving temperature	deg C	35
Cond flow rate	m3/hr	152
Cond water side pressure	m H20	6.29
Cond fouling factor	hr-sq ft-deg F/Btu	0.00025

STARTER / CONTROL PANEL MODULE		
Voltage/Phase/Hertz		415/3/50
Compressor power @ Full Load	kW	131.8
Compressor starter type		Wye delta closed transition type starter
Unit / Remoted Mounted		Factory Mounted
Voltage Protection		Under and Over Voltage protection
CONTROL PA	NEL	
Control Panel		Unit Mounted Microprocessor based panel
Enclosure		NEMA-1
BMS Compatibility		Can be integrated.
Display		Touch Screen 7" display

ACCESSORIES		
Flow switch		150 psi NEMA-1; flow switch x 2
Installation Accessories		Elastomeric isolators





Annexure-II: Commercial Offer

	Water Cod	oled Screw Chiller		
	PART A: Importe	d (INR) PRICE SUM	MARY	
SI.NO	Description	Unit Rate	Qty, No's	Amount
1	Supply of AHRI Certified Water-		1	INR 37,35,000.
	Cooled Screw Chiller.			
	Refrigeration Capacity: 200 TR.	IND 27 25 000		
	Starter: Wye Delta Starter.	INR 37,35,000		
	INCO Terms: ICD Hyderabad			
	HSN Code: 84186990			
	DART D. IND	SUPPLY SUMMAR	V	
SI.NO	Description Description	Unit Rate (INR)	Qty	Amount (INR)
31.110	•	` '	Qty	,
1	Commissioning charges	INR 76,000	1	INR 76,000.
_	Port Clearance and inland			INID == 000
2	transportation from ICD	INR 75,000	1	INR 75,000.
	Hyderabad till site.			
	GST	18%		Extra at actuals

This proposal is subject to the application of Trane Group Terms and Conditions of Sale, attached hereafter. Any order or agreement, based on or resulting from this proposal, or subsequent versions of this proposal, will be governed by these Trane Group Terms and Conditions of Sale to the exclusion of any other terms and conditions, in particular the customer's terms and conditions.

Trane India Private Limited provides pre-sales marketing support services to various Trane Group in respect of the sale of its products in India. These services help the Trane Group in contacting the potential customers in India after which the respective Trane Group concludes the sale contract with the customers in India.

No changes or amendments to these Trane Group Terms and Conditions of Sale shall be valid unless explicitly agreed to in writing by the respective Trane Group. However, this proposal is based upon the following project specific terms:

Delivery time: 8-10 Weeks ex works and 3-4 Weeks for Sailing till ICD Hyderabad.
Validity of offer: 30 Days.
INR Payment terms (For Chiller) : 50% advance along with PO and balance 50% shall be cash against document through bank.
INR Payment terms (Part-B): 100% after commissioning.





П	date of shipment whichever is earlier in accordance with Trane Group STD terms and condition of Sale.
	INCO terms: ICD , Hyderabad.
	Purchase Order / Work Order (INR) to be issued in favour of Trane Technologies India Pvt. Ltd., 302, CSR Estate, Plot No.8, Sector - 1, HUDA Techno Enclave Madhapur, Hyderabad, Telangana, India - 500081
	In case of conflict between the project's specific terms and Trane Group Terms and Conditions of Sale and Services, the above specific terms shall prevail.

*The price quoted above is the price provided by Trane Group to Trane Technologies India Private Limited.

Exclusions:.

- 1. Any type of taxation, (GST 18%)
- 2. Unloading, lifting, shifting, positioning & installation of chillers at site
- 3. Any type of electrical works including Power Cabling to Chiller, Cabling for the hard wired card, etc.
- 4. Any Installation accessories like Thermometer, pressure gauges, etc.
- 5. Any other item or work not specifically mentioned in our Offer as above.
- Any kind of chiller Performance Witness testing at factory is excluded.
 Representatives travel arrangements expenses also excluded (however chillers will undergo run test)





Trane Technologies India Pvt Ltd. Singapore Branch-General Terms and Conditions of Sale

1 APPLICABILITY AND VARIATION

- 1.1 These Trane Technologies India Pvt Ltd Singapore Branch ('TTIPL') general terms and conditions (the 'Terms') apply to any and all proposals, quotations, contracts and/or agreements issued or entered into by TTIPL and the person, firm or company to or with whom any and all such proposals, quotations, contracts and/or agreements are issued or entered into (the 'Customer') with regard to any and all TTIPL Products, equipment and/or any and all parts relating thereto (the 'Products').
- 1.2 No variation to these Terms shall be applicable unless explicitly agreed upon in writing by an authorized TTIPL representative.
- 1.3 These Terms shall prevail over any other terms and conditions, in particular those which are referred to in any of the Customer's documents. No conduct by TTIPL shall be deemed to constitute acceptance of any terms put forward by the Customer.
- 1.4 In the event of a conflict between these Terms and any contract between TTIPL and the Customer, the terms of the contract shall prevail.

2 FORMATION OF CONTRACT

- 2.1 Unless explicitly stated otherwise, any proposal submitted by TTIPL is valid for a period of 30 days from its date.
- 2.2 The contract will be formed only upon issuance of a written order acknowledgement by an authorized TTIPL representative, or, if sooner, upon the execution of the order. The contract, when so approved, shall supersede all previous communications, either oral or written.

3 PRICING

- 3.1 Unless agreed otherwise, prices are quoted EXW (Incoterms 2020), inclusive of standard domestic packaging for truck transport and shall be exclusive of any cost of special packaging, insurance, VAT or any other applicable (domestic and/or foreign) tax or duty or any other charges which may be applicable to the export or import of the Products which the Customer will pay in addition to the prices. In the event that Incoterms other than EXW are agreed, a further incremental charge shall be added to the Product price to cover the extra cost.
- 3.2 Prices are valid for shipment of Products or performance of services during the on-going calendar year. TTIPL may apply a price indexation mechanism for shipment or performance in subsequent years.

4 DELIVERY

4.1 Unless agreed otherwise, Products are delivered EXW (Incoterms 2020) with standard domestic packaging for truck transport





- 4.2 Delivery dates are estimates only and TTIPL shall not be liable for any damages attributable to any delay or failure to deliver. In the event delivery is delayed beyond the acknowledged delivery date for any reason and at any time, TTIPL shall advise the Customer thereof as soon as practicable and provide a new estimated delivery date. The Customer will have to notify the carrier and TTIPL immediately of any damage detected or detectable upon delivery.
- 4.3 The Customer must inform TTIPL of any issues that might prevent the scheduled on-site delivery. If TTIPL is unable to deliver the Products to the Customer for any reason attributable to the Customer, the Products will be deemed to have been delivered and TTIPL may invoice and store the Products until actual delivery and the Customer will be liable for all related costs and expenses.

5 ACCESS TO SITE AND ACCEPTANCE OF PRODUCTS AND SERVICES

5.1 TTIPL and its subcontractors will be given free, safe and continuous access to the site and use of services on site as reason-ably required by TTIPL to perform the services or deliver or commission

the Products, failing which the Customer will pay all of TTIPL's costs arising of or resulting from such Customer's refusal.

5.2 The Customer is deemed to have accepted the Products or services or any part thereof, unless TTIPL is notified by the Customer in writing to the contrary within 7 calendar days of TTIPL's provision of the Products or services.

6 PAYMENT

- 6.1 Unless agreed otherwise, the price shall be paid in EUR and is due within 30 days from the date of TTIPL's invoice as follows: 30% of the price on acceptance of the Customer's order and 70% of the price on shipment of Products or performance of services. TTIPL reserves the right to require the provision of bank guarantee or letter of credit as TTIPL may deem necessary. Any error of any kind whatsoever in any invoice of TTIPL shall be notified to TTIPL within 7 calendar days as of receipt of such invoice by the Customer. Failure to notify as herein required shall mean that the Customer is deemed to accept that the invoice is correct in all respects. Notwithstanding the foregoing, where there has been an error in the price, and TTIPL notifies the Customer of the error, either before or after dispatch of the Products, the Customer will pay the correct price for the Products.
- 6.2 No payment shall be deemed to have been received until TTIPL has received cleared funds.
- 6.3 The Customer shall make all payments due without any deduction whether by way of setoff, counterclaim, discount, abatement or otherwise. If payment is agreed to be made by installments, in the event of default in payment of any one installment, all other sums payable under the contract shall become immediately due and payable.
- 6.4 TTIPL reserves the right to suspend warranty or further deliveries of Products or performance of services under any contract with the Customer in the event of late or non-payment.
- 6.5 Where amounts are not duly paid and without prejudice to any other right or remedy, TTIPL will automatically and without any formal notification be entitled to levy interest at a rate of 1% per month. When the Customer, after a formal notification, fails to settle the outstanding amount, TTIPL will automatically be entitled to a fixed indemnity of 10% of the price in addition to the principal amount and interests thereon.





7 DEFERRAL AND CANCELLATION

- 7.1 Except with TTIPL's prior written agreement, the Customer may not defer delivery or cancel, in whole or part, any contract. Such agreement shall be subject to the Customer indemnifying TTIPL in full against any loss (including loss of profit), costs, charges and other expenses incurred as a result of the deferral or cancellation.
- 7.2 TTIPL reserves the right to cancel the contract in the event of non- or late payment.
- 7.3 Return of new and unused spare parts is only possible within one month after delivery, subject to TTIPL's prior written approval. When approved, credit notes will be issued at no more than 50% of the value of the so returned spare part compensating for TTIPL's re-stocking charges.
- 7.4 The Customer will not sell, export or re-export the Products either directly or indirectly to persons or territories prohibited by the export laws of the United States of America, the European Union or any other applicable export regulations. TTIPL will furthermore not be bound by or required to adhere to any term or provision of a purchase order, quotation, bid, letter of credit or like document or any provision of law regulation or custom, which would cause TTIPL, its parent or any of its affiliates to be in violation of or fail to comply with the export laws, taxing statutes or regulations of the country wherein the Products are manufactured or from which they are exported or otherwise subject to jurisdiction.

8 TRANSFER OF TITLE AND RISK

- 8.1 Risk in the Products and all liability to third parties in respect thereof shall pass to the Customer upon delivery in accordance with Article 4.1 or storage in accordance with Article 4.3 (if earlier).
- 8.2 To the extent allowed under applicable law, ownership of the Products shall not pass to the Customer until TTIPL has received in full all sums due to it in respect of the Products.
- 8.3 While the ownership of the Products remains with TTIPL, it may, subject to the Customer not having fulfilled its payment obligations, take repossession of the Products. TTIPL, its agents and/or its employees shall have an irrevocable license to enter the premises of the Customer to inspect or recover such Products or any part thereof. Until payment in full has been made of all sums due to TTIPL, the Customer shall be at liberty to sell the Products at full market value as principal in the ordinary course of business. However, the proceeds of any such sale will be held in trust for TTIPL absolutely, provided always that TTIPL may by written notice terminate the Customer's power of sale at any time if it appears to TTIPL that the Customer appoints or threatens to appoint a receiver, administrative receiver, administrator, liquidator or makes any other arrangements with the majority of its creditors, and at any time after the termination of the power of sale, TTIPL may take repossession of the Products to which title has not passed to the Customer.





8.4 Until ownership has passed pursuant to Article 8.2, the Customer shall not, unless otherwise agreed in writing, transfer ownership to a third party nor charge or encumber the Products in any way and maintain the Products in satisfactory condition insured on TTIPL's behalf for their full price. Furthermore, until ownership has passed pursuant to Article 8.2, the Customer must hold the Products on a fiduciary basis as TTIPL's bailee; store the Products (at no cost to TTIPL) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as TTIPL's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and maintain the Products in satisfactory condition insured on TTIPL's behalf for their full price against any and all risks to TTIPL's reasonable satisfaction, and will whenever requested by TTIPL produce a copy of the insurance policy.

9 WARRANTY

- 9.1 Subject to the conditions set forth herein, TTIPL warrants that its Products are free from defects of material and workmanship and have the capacities, performances and ratings set forth in TTIPL catalogues, proposals or quotations subject to normal laboratory test tolerances. 9.2 The following warranty periods apply:
- a) Products: subject to mandatory provisions of applicable law, 12 months from the date of first commissioning ('start-up') with a maximum of 18 months from the date of shipment;
- b) Repaired or replacement Products (or parts): the remainder of the warranty period pursuant to Article 9.2(a).

- 9.3 The warranty will not apply to:
 a) Consumable parts including, without limitation, filters, oil and v-belts.
 b) Normal wear and tear, corrosion, erosion or loss of refrigerant;
- c) Products which are not installed, stored or used correctly in accordance with TTIPL's instructions or which are damaged by a third party during the installation or commissioning;
- d) Products which are not subject of a TTIPL maintenance agreement or not maintained by qualified engineers in accordance with TTIPL's instructions;

- e) In the event of improper water treatment;
 f) Products which are modified without TTIPL's written approval or damaged by any act beyond TTIPL's control; or
- g) Other conditions, warranties or representations of all kinds, expressed or implied, statutory or otherwise (except that of title) including all implied warranties and conditions relating to merchantability, satisfactory quality and fitness for a particular purpose.
- 9.4 If a Product does not conform to this warranty, TTIPL shall at its sole option repair or replace such Product (or the defective part thereof), or if the Products (or defective part thereof) cannot

repaired or replaced for any reason, refund the price of such Products, provided that, if TTIPL so requests, the Customer returns the Product to TTIPL. Any Product returned to TTIPL which cannot be repaired will belong to TTIPL. Replacement Products (or parts) will be delivered EXW (Incoterms 2020). Freight and return costs of defective, repaired or replacement Products (or parts) will be borne by Customer. When Products (or parts) are repaired on site, labour costs, as well as travel and residence expenses incurred by TTIPL are borne by the Customer as per TTIPL's then applicable labour rates.

7.5 In relation to services, TTIPL warrants that the services will be provided using reasonable skill and care for a period of 90 days from completion of such services and TTIPL's obligation under this warranty is limited to correcting any improperly per-formed services.





- 9.6 TTIPL parts shall be warranted for 12 months from the date of shipment to be free from defects of material and workman-ship and TTIPL shall, at its discretion replace or repair parts shown to be defective provided the parts were installed, operated and maintained in accordance with TTIPL recommendations.
- 9.7 The Customer will inform TTIPL in writing of any defect or deficiency in the Products or services within 2 weeks of the time such defect or deficiency becomes apparent, in absence of which the Customer forfeits its rights under the warranty.
 9.8 In the event of a warranty claim, TTIPL has the right to inspect the Products or services.
- 9.9 Beyond its own Product portfolio TTIPL provides no additional warranty and accepts no liability for third party Products selected by the Customer, in particular but not limited to controls, additional components and accessories and which are required by the Customer to be integrated in TTIPL Products.
- 9.10 Once complied with this Article, TTIPL shall have no further liability for a breach of warranty in respect of such Products or services.

10 FORCE MAJEURE

TTIPL reserves the right to defer the delivery date or to cancel the contract in whole or in part, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including (without limitation) acts of God, accidents, compliance with any law, regulation or other government order (whether or not valid), war or national emergency, riots, fire, industrial action, shortages of labour, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. If the force majeure event continues for a continuous period in excess of 6 months, either party shall be entitled to terminate the contract.

11 LIMITATION OF LIABILITY

11.1 TTIPL (or its associated, affiliated, subsidiary or holding companies) will not be liable to the Customer under or in connection with the contract or any collateral contact, or any Product or part supplied under this contract, for any





loss of profit, loss of income or contract, loss of goodwill, or for any special, incidental, indirect or consequential loss or damage of any kind whatsoever,

whether based on or arising in tort (including negligence), breach of contract or otherwise.

- 11.2 Unless otherwise provided for by mandatory provision of applicable law, TTIPL's total liability for direct damages, if and when established, shall be limited to the price of such Products and/or services (excluding VAT and any other taxes). TTIPL shall be under no liability to the Customer for any consequential damage or indirect damage, including but not limited to loss of profit, costs of unloading, crane and personnel availability, loss of refrigeration.
- 11.3 Catalogs, price lists and any other off-line and on-line sales literature are issued by TTIPL for information purposes only and can be updated or amended from time to time. Any typographical, clerical or other error, mistake or omission in these documents or in offers, order acknowledgements, drawings, specifications, invoices or other documents shall be subject to correction without any liability on the part of TTIPL.
- 11.4 Unless expressly otherwise provided, TTIPL's specifications concerning the Products are subject to change by TTIPL in the course of manufacture without notice to the Customer. It is TTIPL's policy to constantly strive to improve its projects. TTIPL therefore reserves the right to make changes in design, and other changes, whenever TTIPL believes its Products will be improved thereby, but without any obligation to incorporate such changes retroactively.
- 11.5 TTIPL shall not be responsible for any consequence arising of or resulting from the use of incomplete or incorrect information communicated by the Customer (or its subcontractors) to TTIPL.
- 11.6 The Customer retains responsibility for the system design, its drawings and in particular the verification of the accuracy and suitability of the Products and services within Customer's system.
- 11.7 The provisions of this Article 11 shall survive the termination of the contract.

12 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 12.1 The Customer acknowledges that it will acquire no intellectual or industrial property rights in any patent, trademark, trade name, drawings or any other related right owned, used or developed by TTIPL prior to or during the execution of the contract.
- 12.2 The Customer agrees not to do or permit to be done anything which might in any way adversely affect the validity or value of TTIPL's intellectual or industrial property rights or the goodwill therein.
- 12.3 Notwithstanding the foregoing, when TTIPL develops specific software or source code for a Customer, this Customer is, subject to payment of the agreed royalties, granted a non-transferable, non-exclusive right of usage for the lifetime of the concerned system on the agreed project site.
- 12.4 TTIPL shall defend any action or proceeding brought against the Customer and shall pay any adverse judgment entered therein so far as such action or proceeding is based upon a claim that the use of the Products thereof manufactured by TTIPL and furnished under the contract constitutes infringement of any patent of a country where

the Product is sold, or of a country where TTIPL is aware at the date of the sale that the Product will be used providing TTIPL is promptly notified in writing and given authority information and assistance for defense of same. In the event that a claim of infringement is asserted, TTIPL may, at its sole discretion, procure for the Customer the right to continue to use said Product, or modify it so that it be-comes non-infringing, or replace the same with non-infringing Product, or remove said Product and refund the purchase price. The foregoing shall not be construed





to include any agreement by TTIPL to accept any liability whatsoever in respect of patents for inventions including more than the Products furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Products. The forgoing states the entire liability of TTIPL with regard to patent infringement which is limited by Article 11.4 above.

13 ASSIGNMENT

- 13.1 The Customer shall not be entitled to assign the contract or any part of it without the prior written consent of TTIPL.
- 13.2 TTIPL may assign the contract or any part of it to any person, firm or company.

14 LAW AND JURISDICTION

- 14.1 All contracts are governed by Indian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 14.2 Parties will refer any dispute to the exclusive jurisdiction of the Courts of Bangalore (Bengaluru), India.

15 GENERAL

15.1 If any provision of the Terms is found by any court to be wholly or partly illegal, invalid or unenforceable it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the remaining provisions of the Terms shall continue in full force and effect.

15.2 Failure or delay by TTIPL in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of its rights under the Terms.