

## Performance bond





## 4 Ea d`cnef d fchechicbg

### 4.1





exercise of any other right, power or privilege. The rights and remedies of the Employer provided for in this Performance Bond are cumulative and not exclusive of any rights or remedies provided by law.

- 13.2 A waiver given or consent granted by the Employer under this Performance Bond will be effective only if given in writing and then only in the instance and for the purpose for which it is given and shall not prevent the Employer from subsequently enforcing any of the provisions of this Performance Bond.

#### **14 Severance**

- 14.1 If any provision or part-provision of this Performance Bond is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Performance Bond.
- 14.2 If any provision or part-provision of this Performance Bond is found to be invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **15 Third party rights**

- 15.1 Except for any person to whom the benefit of this Performance Bond is assigned





