The Contractor may not use his discretion choose or exonerate a third party to whom the Employer may have made previous agreements and obligate the Employer to pay for the work thus carried out or to pay for the effects of the Contractor's default.

7.  The Contractor shall notify the Purchaser in writing of such suspensions and the reasons for them, to be made known to the Purchaser in writing of such suspensions and the reasons for them, to be made known to the Purchaser in writing whenever it is to have such a suspension continued. The Contractor shall not suspend the performance of the Contract in case of force majeure or other circumstances attributable to the Purchaser.

8.  If the Contractor has received a Contractor's notice In Writing that the Purchaser is in default, the Contractor shall be entitled to suspend work or shall otherwise be entitled to take protective actions against the Purchaser. Where the Contractor has not been notified of such default, the delay in the performance of work by the Contractor shall be deemed to have been caused by the Purchaser.

9.  The Contractor shall not be liable for any delayed performance caused by the Purchaser. The Contractor shall be entitled to claim liquidated damages for any such delay. The Contractor shall not be required to proceed with performance of the Contract or to continue performance of the Contract. The Contractor shall be entitled to terminate the Contract by notice In Writing to the Purchaser and to claim any such damages for any such delay.

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