8.3. Waiver; Right to Proceed. If any of the conditions specified in Section 8.1 hereof have not been satisfied, Buyer, in addition to any other rights that may be available to it, may waive its rights to have such conditions satisfied at Closing and may proceed with the transactions contemplated hereby. If any of the conditions specified in Section 8.2 hereof have not been satisfied at Closing, Seller, in addition to any other rights that may be available to it, may waive its rights to have such conditions satisfied and may proceed with the transactions contemplated hereby. Any such waiver by Buyer or Seller, as the case may be, shall in no way diminish or eliminate any other rights that may be available to the waiving party related to or as a result of the waived condition or conditions not having been satisfied at Closing.

9. SURVIVAL; INDEMNIFICATION

9.1. In General.

(a) The indemnification provisions in this Agreement and the specific performance remedy in Section 11.14 hereof are the sole and exclusive remedies after the Closing of any Seller Indemnified Party or Buyer Indemnified Party with respect to any and all claims relating to the subject matter of this Agreement (including claims for any breach of a representation, warranty, covenant or agreement in this Agreement). Except for the right to seek indemnification on the terms and subject to the conditions of this Section 9 or specific performance under Section 11.14, each of Seller, on behalf of itself and any other Person who is a Seller Indemnified Party, and Buyer, on behalf of itself and any other Person who is a Buyer Indemnified Party, hereby irrevocably waives any and all rights, claims, causes of action or theories of liability it might otherwise have, which relate to the subject matter of the Agreement, against any other party hereto or its Affiliates under or based upon any principle of equity or any federal, state, local or foreign statute, law, ordinance, rule or regulation (including those relating to hazardous substances, asbestos-containing materials, underground storage tanks and PCBs). Without limiting the foregoing, Buyer on behalf of itself and any other Person who is a Buyer Indemnified Party, waives any rights they may have to contribution from Seller or any of