Any indemnity payment otherwise due Buyer from Seller pursuant to Section 7.2 hereof (computed without regard to this Section 7.5(b)) shall not be reduced or otherwise offset by any refund or credit attributable to any Buyer Carryback.

(c) Seller shall be entitled to any net refunds or credits of Taxes attributable to the Division for any period while the Division was owned by Seller or any prior owner.

Section 7.6 Cooperation and Exchange of Information. (a) Seller and Buyer shall each (i) provide the other party with such information and assistance as may be reasonably requested by the other party in connection with the preparation and filing of any Return or report, any audit or examination by any taxing authority, any judicial or administrative proceeding, or any other reasonable business purpose relating to liability for Taxes with respect to the Division or the Canadian Subsidiary (including, without limitation, (v) the handling by employees of the Division or the Canadian Subsidiary, as the case may be (in a manner consistent with past practice and subject to the direction and control of Seller), of all Tax Audits with respect to Tax Returns for the Division or the Canadian Subsidiary for taxable periods ending on or before the Closing Date, (w) the preparation (in a manner consistent with prior practice) by employees of the Division or the Canadian Subsidiary, as the case may be, of all non-income Tax Returns to be filed after the Closing Date with respect to taxable