its Affiliates under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, but only to the extent that such rights relate to the subject matter of this Agreement.

(b) Seller and Buyer shall treat any indemnification payment made pursuant to this Agreement as an adjustment to the purchase price and Seller and Buyer agree not to take any position inconsistent therewith for any purpose.

(c) Any Indemnified Party seeking indemnification under this Agreement shall use its reasonable efforts to mitigate losses for which it seeks indemnification hereunder.

(d) The Indemnified Party shall use reasonable efforts to pursue insurance claims relating to any claim for which it is seeking indemnification pursuant to this Agreement. However, the Indemnified Party is not obligated to pursue an insurance claim if the Indemnified Party, in its reasonable judgment, believes that the cost of pursuing the insurance claim together with any corresponding increase in insurance premiums or other chargebacks to the Indemnified Party would exceed the value of the insurance claim.

(e) If requested by an Indemnifying Party, the Indemnified Party shall (and shall cause its Affiliates to) assign to the Indemnifying Party, to the extent the Indemnified Party has been indemnified, any rights or claims of the Indemnified Party and its Affiliates against any other person.

9.2. Survival of Representations, Warranties and Covenants.

(a) With the exception of the representations and warranties in Section 3.11, each representation and warranty of the parties contained in this Agreement or in any schedule, certificate or other document delivered in connection with this Agreement shall survive the Closing and continue in effect for a period of 18 months thereafter and then expire. Each representation and