

Waiver by Conduct: Actions May Speak Louder Than Words

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KEY TAKEAWAY: Unless your contract has a clear and comprehensive “no waiver” provision, your conduct (and the conduct of the other parties to the contract) can amount to a waiver of the contract’s terms and conditions.

Application to Your Organization

What Happened?

Question(s) Considered by the Court?

What Did the Court Say?

believed

1. The waiving party knew of the deficiency that might be relied on by the other party, and
2. The waiving party had an unequivocal and conscious intention to abandon the right to rely on the contract term, including clearly communicating that they intend to waive the subject contractual term.

belief

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