

General Terms and Conditions for Goods and Services Jauch Quartz America Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions of Sale (these "Terms") govern the sale and delivery of all goods and products (the "Products") and the performance of services (the "Services"), and all transactions incidental thereto, by or on behalf of Jauch Quartz America Inc. ("JAUCH") to any of its customers ("Customer").

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by JAUCH in a writing duly executed by an authorized officer of JAUCH. These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the parties in respect to the sale and delivery of the Products and the performance of Services. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to JAUCH's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of JAUCH. Delivery of the Products or performance of Services by JAUCH do not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order by Customer to JAUCH or any communication or conduct of Customer which confirms an agreement for the delivery of Products or performance of Services by JAUCH, as well as acceptance in whole or in part by Customer of any delivery of Products or performance of Services by JAUCH, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by JAUCH in writing, all offers made by JAUCH are valid for a period of thirty (30) days from the date of the offer and may be revoked by JAUCH at any time after such 30-day period.

2.2. Customer shall issue to JAUCH orders for the purchase of Products and/or performance of Services, in written form via facsimile, e-mail or US mail (each, an "Order"). By issuing an Order

to JAUCH, Customer makes an offer to purchase the Products and/or Services pursuant to these Terms and the terms set forth on such Order.

2.3. JAUCH may refuse an Order, a blanket Order, or Release (as defined below) for any or no reason. No Order or Release (as defined below) is binding upon JAUCH until JAUCH's acceptance of the Order, blanket Order or Release in writing, the issuance of any governmental permit, license, or authority to JAUCH, as may be required under applicable laws, rules and regulations and the receipt by JAUCH of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Customer may place blanket Orders for a specific quantity of the Products which shall be purchased by Customer on the dates or within the time periods specified on the respective blanket Orders or as the parties may agree in writing from time to time. Prior to or at the time of the scheduled purchases, Customer shall issue release Orders (each, a "Release") to JAUCH for the purchase of the Products. The minimum number of Products in a Release shall be one (1) packing unit. Blanket Orders and Releases shall only become binding on the parties if accepted by JAUCH pursuant to Section 2.3. Upon confirmation of a blanket Order or Release by JAUCH pursuant to Section 2.3, such blanket Order or Release shall be considered a Confirmed Order for the purposes of these Terms. Customer agrees to purchase all Products under a blanket Confirmed Order within twelve (12) months following the date of JAUCH's written confirmation. Notwithstanding the issuance of a Release, any remaining Products on a blanket Confirmed Order on the twelve month anniversary of JAUCH's written confirmation shall be delivered by JAUCH to Customer and paid by Customer in accordance with these Terms.

2.5. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs or JAUCH's website shall not be binding on JAUCH unless such specifications and information have been agreed to in writing by JAUCH in a Confirmed Order. Notwithstanding a Confirmed Order, JAUCH shall have no obligation to deliver Products to, or perform Services for Customer or otherwise fulfill any of its

obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.6. Customer may submit to JAUCH written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). JAUCH may, at its sole discretion, consider such Change Order Requests, provided that JAUCH will have no obligation to perform any Change Order Request unless and until JAUCH has agreed in writing to adopt such Change Order Request. If JAUCH elects to consider such a Change Order Request, then JAUCH shall promptly notify Customer of any adjustment to the applicable purchase price for the Products and fees for the Services. All orders placed with JAUCH are NCNR (Non Cancellable, Non Returnable).

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products or perform the Services under any Confirmed Order shall have no consequences for other deliveries of Products or performance of Services.

3. PRICES

3.1. The price of the Products and fees for the Services shall be as set forth in the applicable Confirmed Order.

3.2. The price of the Products and fees for the Services shall not include packaging, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), unless so indicated in the Confirmed Order. Such Taxes shall be payable by Customer, and if JAUCH is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by JAUCH to Customer. Should any unforeseeable increases in JAUCH's cost of materials or labor occur after the date of any Confirmed Order, JAUCH shall, in its sole discretion, be entitled to increase the agreed prices and/or fees accordingly.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by JAUCH, the purchase price for the Products and fees for the

Services and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of JAUCH's invoice for such Products and/or Services without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, force majeure or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by check, wire transfer, credit card, or in any other manner set forth on JAUCH's invoice. Payment by credit card shall be subject to a surcharge of 5% of the total amount due on the respective invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method.

4.2. In the event JAUCH becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, JAUCH may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products or performance of the Services. JAUCH may, without any liability to Customer, refuse the delivery of any Product or performance of any Service in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to JAUCH under any Confirmed Order. If Customer fails to make payment of any amount when due, Customer shall pay interest to JAUCH at a rate that is the lesser of 1% per month and the highest rate permissible under applicable law starting from the due date until payment to JAUCH of such amount in full. In addition to the interest, JAUCH may, at its sole discretion, charge the Customer a flat fee for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to JAUCH shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by JAUCH with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne

by Customer. Every payment by Customer shall first be applied to pay for JAUCH's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

5. SECURITY INTEREST

5.1. If JAUCH extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to JAUCH, Customer hereby grants to JAUCH as security for the timely payment and performance of all Customer's payment obligations to JAUCH, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). JAUCH shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code in any jurisdiction, and take any and all other action necessary or desirable, in JAUCH's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve and protect JAUCH's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable JAUCH to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to JAUCH a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to JAUCH by Customer. JAUCH may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. In connection with these Terms and each applicable Confirmed Order, Customer shall in a timely manner (i) perform Customer's duties and tasks under the applicable Confirmed Order, and such other duties and tasks as may be required to permit JAUCH to deliver the Products and/or perform the Services; and (ii) make available any data, information, and other resources as may be required by JAUCH from time to time ("Customer Resources"). Customer shall be

responsible for ensuring that all such Customer Resources are accurate and complete.

6.2. If Customer fails to meet its obligations hereunder or the applicable Confirmed Order, including but not limited to Customer's breach of its payment obligations hereunder, or if JAUCH has reason to believe that Customer is not able to fulfill its obligations hereunder, JAUCH may, in addition to its rights under Section 4.2, without any liability to Customer, refuse the delivery of the Products or performance of the Services until Customer has fulfilled its obligations hereunder.

6.3. Customer shall use the Products and Services solely for their intended purpose, and agrees to use only qualified personnel for the handling of the Products and use of the Services.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by JAUCH, all deliveries of Products shall be made FCA Seabeck, WA, and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of JAUCH are estimates and shall not be binding on JAUCH. JAUCH may make partial delivery of Products to be delivered or partial performance of Services under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. In no event shall JAUCH be liable for any delay in delivery of the Products or performance of Services, and no delay in delivery of any Products or performance of any Services shall relieve Customer of its obligation to accept the delivery or performance thereof and make payment of any amounts due in accordance with these Terms, including but not limited to delays caused by Customer's failure to fulfill its obligations under Section 6 or governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products or performance of Services pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered

and/or the Services performed at the time the Products or the Services have been made available to Customer. If Customer rejects or revokes acceptance of Products or Services, or fails to pay any amounts when due, JAUCH, in its sole and absolute discretion, may extend the period of delivery of Products or performance of Services by such period as JAUCH may deem reasonable, or withhold or cancel delivery of any Products or performance of Services, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event Customer shall be responsible for any and all costs and expenses incurred or damages or losses suffered by JAUCH in connection with any such delay notwithstanding any action or inaction by JAUCH with regard to such delay.

7.4. Unless otherwise agreed by JAUCH in a Confirmed Order, costs for transportation and insurance for the delivery of the Products shall be borne solely by Customer. Any special requests concerning shipping, transportation and insurance shall be communicated to JAUCH in a timely manner and subject to JAUCH's prior written approval. Customer shall bear all costs resulting from such requests.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify JAUCH in writing of any packaging defects, apparent defects or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within five (5) days from the date of receipt of such Products, and Customer shall notify JAUCH in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products.

8.2. If Customer fails to timely notify JAUCH of any defects or other non-compliance of any Products delivered or Customer uses, destroys or modifies any Products that Customer knows or should have known to be defective or non-compliant without JAUCH's prior written con-

sent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Products that JAUCH consents or directs Customer in writing to be returned shall be returned to JAUCH at Customer's sole risk and expense to the destination directed by JAUCH.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED WARRANTY

9.1. JAUCH warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery (the "Product Warranty").

9.2. Unless expressly agreed to in writing by JAUCH, JAUCH makes no warranty that the Products comply with applicable law, regulations or specifications in any jurisdiction in which the Products may be sold or marketed. Any governmental or other approvals necessary in connection with the sale, marketing, distribution or use of the Products shall be Customer's sole responsibility.

9.3. The Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate installation, use, storage, handling, operation, or maintenance or unauthorized alteration, modification or repair of Products (including without limitation, the use, storage, handling, operation or maintenance of Products contrary to written instructions and/or recommendations of JAUCH, inadequate training of personnel, excessive usage as well as usage of improper resources or accessories, (b) acts or omissions of Customer or third parties following delivery of the Product, or force majeure, or (c) ordinary wear and tear of the Products.

9.4. In the event of an alleged breach of the Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to JAUCH. JAUCH shall within a reasonable period conduct the necessary tests on such Product.

If JAUCH confirms the Defect, JAUCH shall, at its sole option, repair or replace the Defective Product. In the event JAUCH is unable to repair or replace the Defective Product within a reasonable time, JAUCH may, at its sole discretion, issue a refund to Customer in the amount JAUCH deems adequate. Such repair, replacement or refund shall be the sole liability of JAUCH and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after the expiration of the Product Warranty period. Any Products or parts thereof removed and replaced by JAUCH under this Section 9.4 shall be the property of JAUCH. The Product Warranty period for Products repaired or replaced under this Section 9.4 shall not start anew.

9.5. JAUCH warrants that the Services will be performed in a professional and workmanlike manner consistent with general industry standards (the "Services Warranty"). If there is a breach of the Services Warranty, JAUCH may, at JAUCH's sole discretion re-perform the non-conforming Service or refund to Customer the fees paid for the non-conforming Service. Such re-performance or refund shall be Customer's sole and exclusive remedy and JAUCH's entire liability for any breach of the Services Warranty.

9.6. Except for the warranties granted under this Section 9, JAUCH makes no other warranties with respect to the Products or Services, and no person is authorized to make any warranties on behalf of JAUCH that are inconsistent with the warranties set forth under this Section 9. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL JAUCH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF JAUCH

WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, JAUCH'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS OR FEES FOR THE SERVICE, AS MAY BE APPLICABLE, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN JAUCH AND CUSTOMER, THAT JAUCH'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, JAUCH WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER TO SELL PRODUCTS TO OR PERFORM SERVICES FOR CUSTOMER.

10.2. JAUCH shall not be liable for, and Customer assumes responsibility and shall indemnify, defend and hold JAUCH harmless for, any and all claims, including without limitation claims for personal injury or property damages, resulting from (i) the improper or inadequate installation, use, storage, handling, operation, maintenance or unauthorized alteration, modification or repair of the Products, (ii) Customer's failure to properly communicate JAUCH's instructions and warnings to users of the Products, or (iii) non-compliance with applicable laws, rules and regulations.

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of JAUCH that is confiden-

tial or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of JAUCH's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with JAUCH's prior written approval.

11.3. Customer shall not use JAUCH's Confidential Information except as necessary to use the Products or Services and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products and Services; provided that each such employee, agent, subcontractor and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect JAUCH's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing JAUCH's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to JAUCH to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, JAUCH shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court,

without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. FORCE MAJEURE

12.1. JAUCH shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

13. MISCELLANEOUS

13.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.

13.2. JAUCH may assign its rights and/or delegate its liabilities under any Confirmed Order at any time including but not limited to JAUCH's rights to any account receivables by Customer. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without JAUCH's prior written consent.

13.3. JAUCH's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

13.4. The parties hereto are independent contractors and nothing in these Terms will be con-

strued as creating a joint venture, partnership, employment or agency relationship between the parties.

13.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

14. DATA PROTECTION

14.1. Any collection, processing and use of Customer's personal data is governed by JAUCH'S privacy policy which can be found at www.jauch.com/en-US/privacy as such may be amended by JAUCH from time to time.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. JAUCH may amend or modify these Terms from time to time. JAUCH may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments or modifications, provided, however that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the

effective date of such changes, revisions, amendments or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Delaware. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the City of Seattle, State of Washington, King County, provided that notwithstanding the foregoing, JAUCH shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.