

DIALIGHT CORPORATION TERMS AND CONDITIONS OF SALE

1. TERMS OF SALE. The terms and conditions on this form (collectively, the "Terms"), together with any order-specific terms placed by DIALIGHT on the face of its acknowledgement, exclusively govern the sale of standard catalogue Circuit Board Indicator, Panel Mount Indicator, Solid State Lighting, Traffic Signal, Vehicle Lighting, Rail, Obstruction Lighting and Hazardous Area Lighting products (individually and collectively, the "Products") sold by Dialight Corporation ("DIALIGHT") to its customer ("BUYER"). Whether or not this acknowledgement is deemed an offer, an acceptance or a confirmation or acknowledgment, any terms and conditions proposed by BUYER, whether orally or in writing, in connection with the purchase of Products which add to, vary from or conflict with these Terms are hereby objected to, and DIALIGHT expressly conditions its sale of Products on BUYER's assent to these Terms. BUYER shall be deemed conclusively to have unconditionally accepted these Terms with respect to each order by the opening of a letter of credit or other facility to pay for Products; or by the tender of payment or partial payment for Products; or by acceptance of any Products, whether conforming or non-conforming. Submission by BUYER of a purchase order containing terms and conditions that vary from these Terms, and any shipment of Products in whole or partial fulfillment of such purchase order, will not be deemed to constitute an offer by BUYER or an acceptance by DIALIGHT of any of the terms and conditions of such purchase order, except as to the identification and quantity of Products, but will be deemed to be governed by these Terms. **These Terms are incorporated into all DIALIGHT quotations, proposals and purchase agreements between BUYER and DIALIGHT.**

2. PRICES. Prices for Products shall be those set forth in a current DIALIGHT quotation or proposal to BUYER and which shall be valid for the period of time stated in the quotation or proposal or, if there is no quotation or proposal currently in effect, prices shall be those in a current published price schedule. Except for prices which are quoted to BUYER as valid for the period of time stated in a current DIALIGHT quotation or proposal, all prices are subject to change by DIALIGHT upon their issuance and without notice prior to shipment; *provided that*, no price increase will affect any order previously placed by BUYER and accepted by DIALIGHT. Prices are exclusive of all taxes of any nature imposed by any governmental authority. All such taxes shall be for BUYER's account, whether or not collected, advanced or paid by DIALIGHT, and shall be paid by BUYER upon DIALIGHT's invoice unless BUYER timely provides a tax exemption certificate in form satisfactory to DIALIGHT. For the avoidance of doubt, the BUYER shall also be liable for payment of any government imposed tariff on the Products (including, but not limited to, a scenario where tariffs are attributable to the Products being imported from a country subject to such tariffs), and the Buyer acknowledges and agrees to pay DIALIGHT the sum necessary to cover the cost of any tariff in that regard. Unless an order qualifies for a freight allowance or freight prepayment as agreed in writing in DIALIGHT's quotation and/or acknowledgment, BUYER will bear all freight and accessorial charges, excess valuation charges, insurance premiums, and other expenses incurred after DIALIGHT has placed Products in the custody of a carrier.

3. QUANTITY. The quantity of Products sold will be as set forth in BUYER's order as acknowledged by DIALIGHT and as such quantity may be modified pursuant to these Terms. Overruns or underruns of Products, not to exceed 10% of the amount ordered, shall constitute an acceptable completion of BUYER's order and shall be invoiced accordingly.

4. ORDERING. All orders for Products should be submitted by electronic data interface ("EDI") if BUYER has EDI capability, or otherwise by email or facsimile to the address or fax number available from the applicable Product department. Telephone orders may be placed but must be confirmed in writing within 24 hours. All orders are subject to acceptance in writing at DIALIGHT's principal place of business by faxed or other order acknowledgement; *provided that*, accepted orders will be subject to change, suspension and/or cancellation as provided by these Terms. DIALIGHT reserves the right to accept or reject orders in whole or part in its sole, absolute discretion.

5. SHIPMENT. (a) Delivery terms are F.O.B. (under the Uniform Commercial Code) DIALIGHT's factory, warehouse or other place of shipment designated by DIALIGHT. Risk of loss or damage in transit shall pass to BUYER when the Products are duly tendered to the carrier at DIALIGHT's factory, warehouse

or other designated place for shipment to BUYER, unless agreed differently by DIALIGHT in writing. In the event of loss of or damage to Product in transit, BUYER shall be responsible for filing and pursuing claims with the carrier or the BUYER's insurer. The method and route of shipment are at BUYER's discretion if shipping instructions are included in BUYER's order, unless the order qualifies for a freight allowance or freight pre-payment, in which case the method and route of shipment will be at DIALIGHT's discretion. (b) DIALIGHT reserves the right to make complete or partial shipment of Products. Each shipment of Products constitutes a separate sale, whether the shipment is in whole or partial fulfillment of BUYER's order or confirmation for Products. (c) If BUYER defaults in payment for Products as required by these Terms, DIALIGHT may suspend further shipments. Continuation of shipments does not constitute a waiver of such default. (d) If Products are in short supply, DIALIGHT reserves the right to allocate shipment of orders and back orders in its sole, absolute discretion. (e) Dates of delivery of Products, whether contained on DIALIGHT's order acknowledgment or otherwise, are estimates only. In no event will DIALIGHT be responsible for loss or damage of any kind resulting from delay or failure to deliver Products that is caused directly or indirectly by anything or event beyond DIALIGHT's absolute, exclusive and unconditional control. DIALIGHT is not required to use overtime labor or expend monies to cure a delay or failure to deliver. In the event of any partial failure to deliver, DIALIGHT will have the right to receive payment for Products in fact delivered, whether or not delivery may have been delayed. (f) DIALIGHT reserves the right in its sole, absolute discretion to cancel any backorder even if such order has been accepted previously by acknowledgement, partial shipment or otherwise.

6. INSPECTION. Upon receipt of Products, BUYER will inspect Products for shortages and visible damage, as packed, and will open damaged boxes to inspect for visible damage. BUYER will not have an obligation to open boxes if packaging appears undamaged. If BUYER finds shortages or Product with visible damage, BUYER must notify the carrier or insurer as well as DIALIGHT within ten (10) days after receipt of shipment. Failure by BUYER to so notify DIALIGHT in detail of shortages and visible Product damage will be conclusive proof that Products have been received by BUYER in the quantity set forth on the bill of lading and without visible damage. If DIALIGHT believes that damage to Product did not occur in transit, it will arrange with BUYER to return the damaged Products to DIALIGHT at its cost for shipping. As BUYER's exclusive remedy for damaged Products (other than Products damaged in transit) that are returned to DIALIGHT, DIALIGHT will at its election: (a) replace such Products with conforming products; or (b) credit the price paid for such Products against the price of other Products.

7. RETURNED PRODUCTS; CANCELLATIONS OR CHANGE. (a) In no case may Products be returned to DIALIGHT without first obtaining DIALIGHT's written return material authorization (RMA). BUYER must comply with conditions specified by DIALIGHT in the RMA. Products accepted for return will be subject to a minimum restocking charge of 20% of the invoice price of the returned Products. DIALIGHT assumes no responsibility for unauthorized returns. Except as provided in paragraph 7, all authorized returns will be at BUYER's expense. (b) Except as set forth in paragraph 13, BUYER may not cancel or otherwise change an order for Products in whole or in part without DIALIGHT's prior written consent and upon terms that will indemnify DIALIGHT against all loss, damage and liability as a result of the return.

8. PAYMENT AND COLLECTION. (a) Unless otherwise stated by DIALIGHT in writing, terms of payment will be net 30 days from date of invoice. (b) BUYER will pay DIALIGHT the full amount of the purchase price of Products upon the due date set forth on DIALIGHT's invoice. Open accounts unpaid beyond their due date will bear interest at a rate equal to the lesser of: (i) the highest rate legally permissible in BUYER's domicile, or (ii) 1½% per month from the date payment is due. If DIALIGHT retains an

agency and/or attorneys to collect amounts overdue, all collection costs and costs to repossess assets, including reasonable attorneys' fees, shall be payable by BUYER. (c) Unless specifically authorized by DIALIGHT in writing, BUYER will make full payment of DIALIGHT invoices without deduction and regardless of any claim, counterclaim or setoff BUYER may have against DIALIGHT. Any such claim, counterclaim or setoff shall be resolved exclusively as provided in paragraph 17(j). (d) If BUYER becomes delinquent in its payment obligations to DIALIGHT, or if, in DIALIGHT's sole, absolute business judgment, BUYER's credit is impaired or BUYER is unable to pay its bills when due, DIALIGHT may, immediately upon notice to BUYER, take one or more of the following actions as it may deem appropriate in its sole, absolute discretion to protect its financial position: (i) refuse to accept any new order, (ii) cancel open purchase orders or suspend shipments, in whole or in part, it being agreed that continuation of shipments does not constitute a waiver of any default, (iii) declare all sums owing from BUYER to be immediately due and payable, (iv) cancel or modify any line of credit and payment terms previously extended, or (v) require, as a condition of continuing to do business, that BUYER execute such instruments as DIALIGHT in its sole, absolute business discretion deems appropriate to ensure payment by BUYER of past and future debt. In no event will DIALIGHT be obligated to accept the return of Products in full or partial satisfaction of BUYER's account. (e) BUYER hereby grants DIALIGHT a continuing purchase money security interest in all Products now owned and hereafter acquired by BUYER and in all additions, accessions, and replacements of such Products now owned or hereafter acquired, and in all proceeds of the foregoing, to secure payment and performance of all BUYER's obligations under these Terms. BUYER hereby authorizes DIALIGHT or any of its representatives to file financing statements pursuant to the Uniform Commercial Code to evidence, create, maintain, renew or perfect DIALIGHT's security interest.

9. WARRANTIES. (a) DIALIGHT warrants its Products only to commercial end users and to OEM customers that integrate Products without alteration into their own products. For the avoidance of doubt, in no event does the warranty run to resellers or to customers of OEM buyers. DIALIGHT's Limited Warranties for Circuit Board Indicator, Panel Mount Indicator, Solid State Lighting, Traffic Signal, Vehicle Lighting, Rail Lighting, Obstruction Lighting, Hazardous Area Lighting and other Products are set forth in the warranties section of DIALIGHT's website at www.dialight.com/resources and are hereby incorporated into these Terms by this reference. BUYER undertakes to direct its customers, other than OEMs that do not integrate Products without alteration into their own products, to the warranty section of DIALIGHT's website before consummating a sale of Products. DIALIGHT reserves the absolute right to eliminate, modify or replace any or all Limited Warranties prospectively and will promptly post copies of such new Limited Warranties on its website. (b) NO PRODUCT WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARE CREATED BY THESE TERMS OR THE CONTRACT OF WHICH THEY MAY BE A PART. EACH OF DIALIGHT'S LIMITED WARRANTIES IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, MODEL, SAMPLE OR OTHERWISE, AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY WITH RESPECT TO INFRINGEMENT THAT MAY BE PROVIDED BY SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE OR BY ANY OTHER LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. (c) Except as otherwise expressly provided by paragraph 11(b), all liability and obligations to BUYER with respect to defective Products are hereby disclaimed except as DIALIGHT may undertake in a published written policy with respect to Products that are found to be defective in BUYER's inventory. Without limiting the generality of the foregoing, BUYER acknowledges and agrees that DIALIGHT shall have no liability, cost or expense for repair, de-installation, re-installation or other work by BUYER or any other person in connection with Products. (d) BUYER will not make any warranty, representation or guarantee to any person, either orally or in writing, in the name of or on behalf of DIALIGHT. BUYER will not make or publish any technical description of Products, including features and specifications, beyond the description published by DIALIGHT. BUYER

acknowledges that it is solely responsible for installation of Products and for all decisions whether or not Products are compatible or suitable including in combination with products not supplied by DIALIGHT.

10. COMPLIANCE WITH LAWS & BUSINESS PARTNERS POLICY. BUYER warrants that no law, rule, regulation or ordinance of the United States, any state thereof, of any other government unit or agency has been or shall be violated in the purchase of any of the Products subject to this purchase order. In performing its obligations under any order, the BUYER shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the UK Modern Slavery Act 2015. The BUYER shall have and maintain for the duration of its relationship with DIALIGHT its own policies and procedures to ensure its compliance. In performing its obligations under any order, the BUYER shall comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations from time to time in force including, but not limited to the US Foreign Corrupt Practices Act 1977, the UK Corporate Finances Act 2017 and the UK Bribery Act 2010. Supplementary to the above, the Seller shall adhere to DIALIGHT's Business Partners Policy, available on the Dialight website at www.dialight.com. BUYER will defend and hold DIALIGHT harmless from any loss, cost or damage as a result of any such actual or alleged violation. Any breach of this paragraph 10 shall be regarded as a material breach of these Terms and DIALIGHT reserves the right, in its sole discretion, to terminate any relevant order without notice and without incurring any liability to the BUYER.

11. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED FOR IN PARAGRAPH 13(b): (a) **Limitation of Indirect Damages and Remedies.** UNDER NO CIRCUMSTANCES WILL DIALIGHT BE LIABLE TO BUYER, UNDER ANY LEGAL THEORY, FOR INDIRECT, SPECIAL, INCIDENTAL (EXCEPT AS PERMITTED BY THESE TERMS), PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SUSTAINED BY DIALIGHT OR BY ANY OTHER PERSON IN CONNECTION WITH ANY ORDER FOR PRODUCTS OR CONTRACT THEREFOR OR THE PRODUCTS COVERED THEREBY, EXCEPT FOR CONSEQUENTIAL DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW. IN NO EVENT WILL DIALIGHT BE LIABLE FOR "COVER" DAMAGES OR WILL BUYER HAVE THE RIGHT TO REVOKE ACCEPTANCE OF PRODUCTS, UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE. BUYER'S REMEDIES FOR DEFECTIVE PRODUCT ARE SOLELY AND EXCLUSIVELY AS SET FORTH IN DIALIGHT'S PRODUCT WARRANTY, ALL AS LIMITED BY THESE TERMS. (b) **Limitation of Direct Damage.** THE LIABILITY OF DIALIGHT FOR DIRECT DAMAGES IN CONNECTION WITH ANY ORDER FOR PRODUCTS, OR CONTRACT THEREFOR, OR PRODUCTS COVERED THEREBY, REGARDLESS OF THEIR DELIVERY OR NON-DELIVERY, ACCEPTANCE OR NON-ACCEPTANCE OF SUCH PRODUCTS, AND WHETHER OR NOT PRODUCTS ARE DEFECTIVE, WILL NOT IN ANY EVENT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

12. CHANGES IN DESIGN; ERRORS. DIALIGHT reserves the right without liability to modify Products prior to delivery and without notice. If such modifications materially affect published Product specifications, DIALIGHT shall give notice of such change to BUYERS with firm orders for such Products, allowing such BUYERS the right within ten (10) days from receipt of such notice to cancel orders for such Products without liability. In no event will DIALIGHT be obligated to make any such modifications in Products previously supplied to BUYER or to continue to supply Products as made prior to such modification. DIALIGHT reserves the right in its sole, absolute discretion to reclassify or regroup Products and to replace or discontinue Products. DIALIGHT shall not have any liability of any nature as a result of the foregoing. DIALIGHT reserves the right to

correct clerical and typographical errors in any quotation, acknowledgement, invoice and/or any Product publication or catalogue.

13. TRADEMARKS. (a) **Trademark Use.** BUYER may use the trademark, "DIALIGHT," and DIALIGHT's other trademarks as found in its Product literature solely in connection with the sale of genuine Products, but only if due regard is given to proper trademark use and the ownership by DIALIGHT of its name and marks. BUYER will not use any trademark licensed by DIALIGHT from a third party without obtaining a license from the owner of such trademark. In no event will BUYER use any trademark or trade name owned by DIALIGHT, either alone or with any other word or words, as part of BUYER's trade or corporate name or in combination with BUYER's or any others' trademark without DIALIGHT's express written consent. BUYER will not remove or alter any trademark or trade name, part number or other designation from any Product. Buyer acknowledges that DIALIGHT has legally protected and valid intellectual property rights in Products, product images and descriptions, trade dress, trade names, trademarks, logos and all other proprietary information and things, tangible and intangible, whether or not registered, used by DIALIGHT in connection with its business and Products (the "Intellectual Property Rights"). Buyer will not imitate Products or infringe upon DIALIGHT's Intellectual Property Rights in any way whatsoever, and will not participate in any way in the distribution or sale of imitations of Products or the distribution or sale of any DIALIGHT-brand merchandise that was not intended for sale in the United States. Buyer will not use the "DIALIGHT" name or, except as provided in this paragraph, any of the Intellectual Property Rights, without DIALIGHT's prior written consent. Buyer acknowledges and agrees that it has no ownership or other property interest in or to the Intellectual Property Rights. (b) **Injunctive Relief.** BUYER acknowledges that should it breach, or threaten the breach of, any of its covenants with respect to DIALIGHT's trademarks or other Intellectual Property Rights, DIALIGHT will be irreparably harmed and will be entitled to an injunction preventing BUYER from breaching or further breaching such covenants without any further or more particularized showing of irreparable injury and without the need to post bond or other security. Such an injunction may be applied for before any Court having jurisdiction thereof. In any such proceeding, notwithstanding any provision to the contrary contained herein, including paragraph 11 above, DIALIGHT will be entitled to recover any damages it suffers as a result of BUYER's breach, including the recovery of any costs and reasonable attorneys' fees incurred in enforcing the Intellectual Property Rights.

14. TOOLS, EQUIPMENT, MATERIAL AND OTHER PROPERTY. (a) All proprietary material, equipment, tools, jigs, dies, drawings, specifications, patterns, processes, technical know-how and other industrial and/or intellectual property of DIALIGHT used by DIALIGHT in connection with Products shall remain the property of DIALIGHT. (b) Unless DIALIGHT otherwise agrees in writing, all drawings, materials and equipment, including component parts or inserts to be incorporated into Products, entrusted by BUYER to DIALIGHT for the purpose of manufacturing Products shall be entrusted at BUYER's own risk. DIALIGHT shall have no liability with respect to the conservation, damage or loss thereof, whether or not due to DIALIGHT's fault, and DIALIGHT shall not be required to insure the same.

15. INTERNATIONAL CONTRACTS. (a) If indicated on the face hereof that the sale of Products involves exportation of Products, or a BUYER which has its place of business in a State, other than the United States, the terms of sale shall be governed by Incoterms 2010, namely EXW DIALIGHT's factory, warehouse or other place of shipment designated by DIALIGHT. Delivery is completed and risk of loss or damage in transit shall pass to BUYER at DIALIGHT'S factory, warehouse or other designated place of shipment when the Products are loaded into the means of transport provided by the BUYER, unless otherwise agreed differently by DIALIGHT in writing. In the event of loss or damage to Product in transit BUYER shall be responsible for filing and pursuing claims with the carrier or the BUYER's insurer. The method and route of shipment are at BUYER's discretion if shipping instructions are included in BUYER's order; unless the order qualifies for a freight allowance or freight pre-payment; in which case the method and route of shipment will be at

DIALIGHT's discretion. (b) (i) BUYER shall be responsible for the timely obtaining of all required governmental authorizations, such as export licenses, import licenses, exchange permits and any other governmental authorization, even though any such authorization may be applied for by DIALIGHT. DIALIGHT in its sole discretion may assist BUYER in securing such authorizations as may be reasonably required, and the expense of such assistance shall be borne by BUYER. DIALIGHT shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed, and BUYER shall not be relieved thereby of its obligations to pay DIALIGHT for Products hereunder. DIALIGHT shall have no liability to BUYER or to any other person if any of the events listed in the preceding sentence occur, even if they occur through the fault of DIALIGHT; (ii) All sales hereunder shall at times be subject to the export control laws and regulations, as amended, of the United States Government. BUYER warrants that it shall not make any disposition of U.S. origin products purchased from DIALIGHT by way of a trans-shipment, re-export, diversion or otherwise, except as said laws and regulations expressly permit; and (iii) DIALIGHT shall have no liability for any claim by whomsoever asserted with respect to the export of Products by BUYER or DIALIGHT's services related to such exportation, and BUYER will indemnify, save harmless and will, at its expense, defend DIALIGHT from and against any and all liability, penalties, damages, costs and expenses (including reasonable attorney's fees) and claims therefor arising out of or in connection with non-compliance with the aforesaid governmental authorizations and export control laws, rules and regulations. (c) Payment for Products shall be made by BUYER in U.S. dollars through the medium of one or more Letters of Credit to be established at BUYER's expense, including all bank confirmation charges. All Letters of Credit shall be in favor of and in a form acceptable to DIALIGHT, shall be maintained in sufficient amounts and for the periods necessary to meet all of BUYER's payment obligations to DIALIGHT, shall be irrevocable, and shall be issued or confirmed by a bank in the United States acceptable to DIALIGHT within ten (10) days prior to each shipment date for Products. Letters of Credit shall permit partial deliveries against the Letter of Credit, and shall provide for full payment as provided in these Terms, pro-rata payment and payment for any termination charges, if applicable, upon presentation of DIALIGHT's commercial invoices and either (i) DIALIGHT's Certificate of Delivery of Products to BUYER or (ii) DIALIGHT's Certificate of Delivery of Products into storage (with certification of the cause therefor) or (iii) a clean dock or ship's receipt, received-for-shipment bill of lading, multimodal bill of lading, air waybill, house air waybill or other transportation receipt.

16. MISCELLANEOUS PROVISIONS. (a) These Terms will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto. (b) The rights of BUYER or DIALIGHT hereunder are not assignable, except that DIALIGHT may assign the proceeds under any contract to sell Products to any third party at any time without the consent of the BUYER. Any assignment or attempted assignment in violation of the foregoing prohibition will be null and void. (c) There are no third-party beneficiaries of these Terms or the contract of which they may form a part. (d) The captions set forth herein are for convenience of reference only and will not affect in any way the meaning or interpretation of these Terms. (e) The words "including" and "include" as used in this document mean, respectively, "including, without limitation" and "include, without limitation" and will be interpreted as not limiting the matter described by the examples given. (f) The words "hereof," "herein" and "hereunder" and words of similar import will refer to all applicable provisions of these Terms and the contract of which they may be a part and not to any particular provision of either. (g) These Terms are the result of negotiation and, accordingly, no presumption or burden of proof will arise with respect to any ambiguity or question of intent concerning these Terms favoring or disfavoring BUYER or DIALIGHT by virtue of the authorship of any provision of these Terms. (h) Words denoting the singular tense or person will include the plural and vice versa and references to paragraphs are to paragraphs in these Terms. (i) Any specific legal right or remedy provided in these Terms will not be exclusive or limited unless expressly provided herein, but will be cumulative with all other such rights and

remedies set forth in these Terms or available under applicable law. (j) All claims and controversies in connection with these Terms will be governed by the internal law of the State of New Jersey, exclusive of its conflict-of-laws principles. All causes of action instituted by either party with respect to these Terms will be brought either in the United States District Court for the District of New Jersey or in the Superior Court of the State of New Jersey, Monmouth County. For this purpose, both parties hereby irrevocably consent to the jurisdiction of the State of New Jersey over their person and, to the maximum extent permitted by law, waive every defense based upon improper venue, inconvenient venue or lack of jurisdiction. (k) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR SUIT UNDER THESE TERMS OR OTHERWISE ARISING OUT OF THE RELATIONSHIP OF THE PARTIES.