



TERMS AND CONDITIONS

Effective: 5/15/2022

All equipment, tooling, products, or services (collectively, the "Product(s)") furnished by of MacLean Senior Industries, LLC and its affiliates and subsidiaries ("Seller" or "MSI") to the purchaser of the Products ("Buyer") will be in accordance with the following Terms and Conditions of Sale ("Terms").

CONDITIONS OF SALE

Unless otherwise stated in writing by an authorized representative of Seller, all transactions between the Buyer and Seller are expressly subject to these Terms. Buyer accepts these Terms by signing and returning Seller's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to Seller to ship the Product or by Buyer's acceptance of delivery of the Product. The Seller will not be bound by any terms proposed by Buyer, whether in purchase orders or otherwise, which are additional to or different from the terms and conditions set forth herein. Terms and conditions are subject to change without notice and become immediately effective. Seller expressly rejects any terms inconsistent with these Terms or to any other terms proposed by Buyer in accepting Seller's quotation, and Seller's performance is expressly conditioned on Buyer's acceptance of the Terms. Neither Seller's subsequent lack of objection to any terms nor the delivery of the Products will constitute an agreement by Seller to any such terms. Seller reserves the right to decline a purchase order based on Seller's review of product, components, drawings, or other items being supplied by Buyer. These Terms, as may be amended from time to time, comprise the entire agreement between the parties, and supersede all preceding agreements pertaining to the Products, except as hereafter modified by Seller in writing and signed by Seller's authorized representative.

PRICES

Prices are subject to change without notice. No discount will be allowed unless specifically set forth on the face of the order thereof and accepted by Seller, in writing. In the event of a price increase, quoted material not covered by a firm purchase order entered on Seller's computer system by the Seller may be subject to adjustment to those in effect at time of shipment. Buyer may not apply price changes to unfulfilled purchase orders that have been entered into the Seller's system without written authorization from the Seller. Possession of Seller's published price sheets does not obligate Seller to sell to the Buyer possessing the price sheets.

QUOTATIONS

Valid quotations are those issued by Seller and, unless otherwise specified, are subject to Buyer's written acceptance within 30 days of issuance to be valid. The Seller can modify quotations prior to their expiration date if the Buyer has not yet accepted them. Seller's quoted prices apply for the quantity stated on Buyer's RFQ. Seller reserves the right to make price adjustments on items where quantities exceed the original quoted quantity or which exhibit extreme volatility costs or to rescind prices on items with no order activity within 120 days of the quote date. Published lead times on our website or provided as part of a quotation are subject to applicable adjustment upon receipt of PO. All clerical errors are subject to correction.

TAXES

Published or quoted prices do not include any taxes, however designated or imposed, including, without limitation, sales, use, excise, value-added, and withholding taxes that are levied or based on the amounts paid under these Terms (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to these Terms are the responsibility of Buyer unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If Seller is required to pay any such Taxes or other charges, Buyer will reimburse Seller on demand. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will immediately pay Seller the amount of the Tax and any penalties and interest related thereto.

CREDIT

Acceptance of orders will be subject to Buyer providing Seller with an acceptable Credit Application. If in the judgment of Seller, the financial condition of the Buyer, at any time, does not prove worthy of extending credit, the Seller may require full or partial payment in advance of production or shipment.

PAYMENT TERMS

Unless modified in writing by Seller's quotation, terms of payment are net 30 days from date of invoice payable in US funds. Accounts that become overdue will be subject to a 1.5% monthly service charge until paid and Buyer will be liable for reimbursing Seller's expenses and legal fees in collecting such accounts. Until full payment has been received, Seller will have a purchase money security interest in the Products sold. Buyer agrees to execute any document appropriate or necessary to perfect the security interest of Seller, or in the alternative Seller may file this agreement as a financing statement and/or chattel mortgage. Seller reserves all other rights granted to a seller under the Uniform Commercial Code for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms. In addition to all other rights and remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may also suspend shipments of open orders to Buyer until Buyer's account is current. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

ORDERS

Minimum charge on any individual order is \$500 net. Orders not meeting the above minimum will be automatically raised to and billed at the minimum billing level. All orders, including order deferrals, are subject to final acceptance by Seller at its Wood Dale, IL headquarters. Order deferrals may be subject to a price adjustment. Individual line items on Buyer's order may be subject to either a minimum price or quantity. If a price discrepancy exists on an order, the order in question will not be entered into Seller's order system until the price issue is resolved and the order is amended in writing. Storm Emergency orders requiring expedited delivery may carry additional charges. All emergency (storm) orders require freight to be paid by Buyer.

Requests for shipping deferrals must be approved by Seller and are subject to price negotiation. Each release on a multi-release order will be treated as an individual order with respect to freight allowance and minimum order value.

ORDER ADD-ONS

Items can be added to Buyer's order at the original order terms within 5 calendar days of original order entry as long as the original order has not shipped complete.



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PACKING

Seller's prices are based on standard packaging suitable for domestic shipments in the 48 contiguous United States. If special packaging is required by Buyer additional charges will be invoiced to the Buyer.

SHIPMENT ESTIMATES

The Products as quoted will be ready for delivery at the lead time stated from receipt of purchase order. Lead time is contingent on current workload at the time the order is placed. Every effort will be made to ship orders by the date promised by Seller, but delivery dates are estimates only and are not guaranteed. Seller will use commercially reasonable efforts to make shipments as scheduled.

In no circumstance will Seller be responsible for failure to meet delivery dates or be liable for any loss or damage or for any special, incidental, consequential or liquidated damages to Buyer resulting from failure to deliver within the times specified. Unless otherwise amended and approved in writing, Seller reserves the right to ship up to 30 days in advance of the acknowledged shipping date. Seller reserves the right to make shipment in installments which will be separately invoiced and paid when due without regard to subsequent deliveries.

TRANSPORTATION

Unless otherwise provided by Seller in writing, all Products furnished hereunder, including deliveries after repair or replacement, will be shipped F.O.B. Origin with transportation by the most economical means, prepaid and allowed for any single order or release with a value of **\$7500** net or more and allowing for shipment at one time to a single delivery point within the 48 contiguous United States. Seller reserves the right to route all qualified freight allowed shipments via least expensive surface route within the Continental United States and Canada. Buyer will assume all charges for transportation specified via more expensive means. All Seller's North American Products can be combined on a single order to achieve minimum for prepaid freight For orders below \$7500 net, Seller will ship prepaid with freight cost added to the invoice or Buyer can request freight collect (UPS cannot ship freight collect without Buyer providing their account number). **EXCEPTION: OEM orders will be freight collect.** Expedited orders require the buyer to pay freight.

Shipments to Alaska and Hawaii, meeting the above requirements, will be shipped to the nearest west coast port chosen by Seller, unless quoted otherwise, with freight collect beyond. For shipments outside the U.S. contact the Seller for freight terms.

Seller reserves the right to select shipping point, method, and route of shipment. When Buyer selects method (including flatbed trailers or expedited items) and/or route or timing of shipment, any resultant additional expenses will be invoiced to the Buyer. No credit for any shipping or freight cost will be allowed to Buyer if Buyer accepts shipment or product at Seller's factory or warehouse or otherwise supplies its own transportation. Seller will not be liable for any cartage or storage charges at destination. Title and risk of loss will pass to the Buyer upon delivery of the products by the Seller to the carrier. Seller's factory shipping locations are: WOOD DALE, IL; TRENTON, TN; ALABASTER, AL; MEMPHIS, TN;

Seller's responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for obvious loss, pallet shortages, or damage must be reported directly to the carrier and Seller at time of delivery. Buyer will have no more than 14 calendar days to report other shortages to Seller in order to properly file a freight claim. Seller's willingness to assist does not indicate liability for claim or replacement.

Any issues noticed at the point of delivery need to be clearly stated on the carrier's Delivery Receipt (LTL Carriers) or Bill of Lading (Truckload or Intermodal Carriers). This must occur for a claim to be able to be filed later if required. If it is determined that a claim needs to be filed with a transportation provider for recovery due to loss or damage, the freight terms will dictate the responsible party.

Our most common freight terms are as follows:

Freight Prepaid

In this arrangement, the Seller accepts the responsibility for freight charges and freight claims exposure. Seller would be the party that would file the freight claim with the carrier. Seller would issue credit to the consignee or ship replacement material (at no cost) to the customer in the amount of the loss. The revised (14) calendar day notification period for advising Seller of discrepancies applies to this situation as well.

Freight Collect or Freight Third Party

In this arrangement, Buyer is responsible for the freight charges and freight claims exposure. Seller would not file the freight claim. The consignee would be the party responsible for filing the freight claim. Seller would not issue credit to the consignee nor ship replacement material (at no cost) for any lost or damaged goods as this recovery will come from the consignee's requested carrier.

EXPORTATION

If the Products ordered are to be exported from the U.S., the quoted shipping dates are subject to receipt of all export documents and authorizations. The prices quoted are based on packing for domestic shipment. Reasonable price adjustments may be applied by Seller for packaging for international shipments. If the Products are to be exported, Buyer will provide Seller, in writing in advance, with the ultimate destination and identity of the end-user prior to shipment. In all instances, Buyer will select and be solely responsible for the freight forwarder, carrier, and/or broker. All exports from the U.S. will be in accordance with all applicable laws and regulations. Diversion contrary to U.S. law is prohibited. Buyers shipping to non-U.S. destinations are solely responsible for complying with applicable U.S. export laws. Buyer is advised that export of certain of Seller's Products to certain destinations requires an export license.

ACCEPTANCE

Any missing pallet must be declared at time of shipping receipt. Any missing boxes within the pallet must be declared within fourteen days of receipt of invoice. Failure to provide Seller with written notice within the prescribed timeframe obligates Buyer to have waived such errors, defects, or shortages and to have accepted Buyer's items as delivered. All discrepancies should be immediately reported to your applicable Seller customer service representative.

ACKNOWLEDGEMENTS

Seller will assign a shipment date based on scheduled availability and lead times, orders are subject to re-acknowledgement. Requests for shipments inside of the original acknowledgement date as shown on MPServiceNet is considered an expedite and may require the Buyer to pay freight. Any order with a request date outside standard lead time will be shipped within lead time, unless the order is deferred at Buyer's request.

DROP SHIPMENT

Drop Shipments are subject to a 5% handling fee.



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BROKEN PACKAGE

Orders must be placed for standard package quantities. Orders with lines that are not placed with standard package quantities will be held until Seller contacts the Buyer to authorize an adjustment to standard package quantities.

NON-STANDARD OR SPECIAL ITEMS

Items built for specific Buyer's requirements, even though outlined in Seller's catalog, are considered non-standard. Orders for these items will be accepted on a non-cancelable, non-returnable basis. The quantity manufactured, shipped, and invoiced may vary by 10% above or below the ordered quantity, and the order will be considered as shipped complete without further consequence.

ADJUSTMENTS

Unauthorized deductions by Buyer from its remittance to Seller will not be permitted unless Seller issues written authorization and credit memoranda. Buyer must notify Seller of any suspected discrepancies within fourteen calendar days of receipt of invoice. Requests for Proof of Delivery documents must also be received within fourteen calendar days of invoice receipt. Deductions exceeding those authorized by Seller will be invoiced by Seller and will become payable upon receipt. Failure to settle Buyer's account may lead to suspension of future shipments to Buyer.

TOOLING

Seller will retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, tools, and test equipment made for or obtained for the performance of any order including items paid for by the Buyer.

TESTING

Unless otherwise stated in writing, Product prices include only Seller's standard test data. Any special testing required by the Buyer will be invoiced accordingly unless included in the Seller's quotation. All testing and Buyer inspections must be completed at the factory of origin. Buyer must provide a contact for inspection no later than two weeks prior to the product's scheduled ship date. Buyer must clearly state all testing requirements at time of order.

CROSS-REFERENCING

Competitor part number cross-references are provided as a convenience. It is the sole responsibility of the Buyer to ensure that the product being purchased is compatible for the intended application.

ZONE DAYS

Zone days may be applicable based on geographic location. Shipments outside of established zone days may be subject to additional charges.

MODIFICATIONS

Unless otherwise provided, Seller reserves the right to modify the specifications, materials, or manufacturing methods of products ordered by the Buyer if the modification will not materially affect the quality or performance of the product. Products may be discontinued, modified, or changed without incurring any obligation to the Seller.

RETURNED GOODS

Returns are authorized at the discretion of Seller. No material can be returned without first obtaining a written return goods authorization from Seller. A copy of this authorization must be included with the material being returned.

Products accepted for return must be in their original, unopened cartons, in standard package quantities, of current design and manufacture, in resalable condition, and purchased within past 12 months. Only stock items, as defined on the website product information page, are eligible for return. All returns are subject to a restocking and handling charge of 25% of the original net value of the products at time of purchase. Any non-authorized product, product returned in non-standard pack, or any product deemed to be non-resalable will be scrapped and no credit given.

Material authorized for return must be shipped prepaid to the Seller's destination within 60 days of authorization. No products will be accepted for return in the month of December. The value of returns must total at a minimum \$500.

CANCELLATION

Cancellation of part or all of an order is subject to acceptance by Seller and Buyer's acceptance of Seller's reasonable cancellation charges, which will protect Seller against all costs and losses including, without limitation, costs associated with engineering, overhead, raw materials, lead times, work in process, tools, dies, fixtures, storage, transportation, and interest. Requests for cancellation of stock items must be received a minimum of 5 calendar days before the scheduled ship date. Special order items, storm orders, non-stock items, items not listed in the MPS catalog, or items listed with a special price are subject to review of the Seller before a cancellation will be considered. Seller may cancel any sale hereunder prior to delivery in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).

WARRANTY

Buyer is responsible for determining if a given Product is appropriate and meets the requirements for Buyer's ultimate application of the Product. Seller will not be responsible for Buyer's use of a Product in an application for which the Product is not designed, tested, or manufactured.

Seller warrants that the products it manufactures and sells will be free from defects in material and workmanship for a period of 18 months from date of shipment to Buyer, or 12 months from date of product installation, whichever is shorter. The warranty covers normal use only and does not apply to any Products that are misused (used for a purpose other than originally intended), improper installation, modified, repaired or otherwise abused by Buyer or others. Seller's sole obligation for breach of warranty (and Buyer's sole and exclusive remedy) will be to repair or replace (F.O.B. original delivery point) any Products of Buyer reporting defect to Seller. All installation and transportation expenses, and all other incidental expenses and damages will be borne by Buyer.



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THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EACH OF WHICH SELLER EXPRESSLY

DISCLAIMS. PRODUCTS THAT MAY BE SOLD BY SELLER BUT ARE NOT MANUFACTURED BY SELLER ARE NOT WARRANTED BY SELLER BUT ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURER THEREOF.

LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE.

Such excluded damages will include, but are not limited to, liquidated damages, loss of profit or revenues, loss of use of the equipment or associated equipment, costs of substitute equipment, facilities, down time costs, increased construction costs, change out costs, or claims for damages. Seller will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer, whether negligent or otherwise.

INDEMNITY

Buyer will defend and hold harmless Seller and its affiliates, parents, subsidiaries, officers, directors, employees, insurers, and agents from and against any loss, injury, death, damage, liability, claim, deficiency, action, award, judgment, interest, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs), and the cost of enforcing any right to indemnification hereunder ("Claims") arising out of, related to, or occurring in connection with: (i) any acts or omissions by Buyer arising out of, in connection with, or relating to Buyer's purchase, handling, transportation, possession, use, and, if applicable, demonstration, marketing, sale, disposition, or distribution of the Products; (ii) any misuse, misapplication, or modification of the Products by Buyer, including the use of the Products in an unintended and incorrect application; (iii) the failure to store, install, operate, or maintain the Products in accordance with any instructions; (iv) any negligence or misconduct of Buyer; (v) any act (or failure to act) by Buyer in contravention of any safety procedures or instructions Seller provides to Buyer; (vi) any statements, representations, suppression of information, or failure to disclose information of any kind by Buyer with respect to the Products, including without limitation, any representations or warranty given, or allegedly given, by Buyer to a third party, regardless of whether the statement or representation is oral, written, express, or implied; and, (vii) Buyer's breach, violation, or failure to comply with the Terms, or any law, including without limitation, the Foreign Corrupt Practices Act (United States) or any similar laws, any export control laws of Canada, the United States, or any other country having jurisdiction over Buyer or its business.

OFFSETS

Seller may offset or recoup any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer against any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller. Buyer waives any right of offset or recoupment and will pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute or otherwise. Payment of such amounts under written protest will not constitute a waiver by Buyer of its claims.

INTELLECTUAL PROPERTY

Buyer acknowledges that Seller is the owner of brands, trademarks, patents, copyrights, any applicable designs, and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import, or copy such Products, which will include their packaging. Buyer will reference brands of Seller only in connection with the use or sale of Products delivered to Buyer, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing.

INFRINGEMENT

Seller will defend any suit or proceeding brought against Buyer based on a claim that any goods of Seller's design furnished to Buyer constitute an infringement of any U.S. patent or copyright, or misappropriate any trade secrets, of a third party. Buyer must notify Seller promptly, in writing, of such claim. Seller will not be liable if alleged infringement is the result of the application or use to which such goods are put by Buyer or others if different than Seller's application data.

Buyer agrees to protect Seller and save it harmless from all expense and damages that result from claims or demands that goods manufactured by Seller according to Buyer's design or specification infringe the right, title or interest of any third party because of being so produced. Buyer will defend Seller in such claims and pay all expenses and damages based on claimed infringement.

If the Products become, or in Seller's opinion are likely to become, the subject of an infringement claim, Seller may, at its option and expense: (i) procure for Buyer the right to continue using the Products; (ii) replace or modify the Products so that they become non-infringing; or, (iii) accept return of the Products and refund Buyer the amounts paid by Buyer to Seller for the Products. Notwithstanding the foregoing, Seller will have no obligation under this Section or otherwise with respect to any infringement claim based upon any: (i) misuse or modification of the Products by Buyer or its employees or agents; (ii) use of the Products in combination with other materials, goods, products, or services for which the Products were not intended to be used; (iii) failure of Buyer to implement any update provided by Seller that would have prevented the claim; (iv) Products that Seller made to Buyer's specifications or designs; or, (v) Products that are not manufactured by Seller.

The foregoing states the entire liability of either party to the other with respect to infringement.

GOVERNING LAW

The laws of the State of Illinois will govern all matters relating to the interpretation and effect of these terms and any authorized changes without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to the Products or these Terms will be instituted in the federal or State courts located in DuPage County, Illinois. Each party irrevocably submits to the exclusive jurisdiction of these courts in any suit, action, or proceeding.

Seller will have the sole and exclusive right to determine whether any dispute, controversy, or claim arising out of or relating to the Terms, or their breach, will be mediated, arbitrated, or submitted to a court of law. The venue for any mediation or arbitration will be in DuPage County, Illinois. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If the matter is submitted to a court, Seller and Buyer waive their right to trial by jury and covenant that neither of them will request trial by jury in any litigation.



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FORCE MAJEURE

Seller will not be liable nor in breach or default of its obligations to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, without limitation, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts or omissions of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If Seller is delayed by any acts or omissions of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller will be entitled to an equitable price and performance adjustment.

WAIVER OF JURY TRIAL

Both Buyer and Seller, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, legal proceeding or counterclaim arising out of or in connection with any purchase order or other transaction between Buyer and Seller. This waiver applies to any and all actions and legal proceedings, whether sounding in contract, tort or otherwise.

CONFIDENTIALITY

All non-public, confidential or proprietary information of Seller including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Terms is confidential, solely for the use of performing the agreement, and may not be disclosed to any person, corporate division, or entity, or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return, or certify in writing the destruction of, all documents and other materials received from Seller. Seller will be entitled to seek injunctive relief for any violation of this Section, without having to establish the insufficiency of a remedy at law. This Section does not apply to information that is: (i) in the public domain, through no fault of Buyer, at or after the time such confidential information was disclosed to Buyer by Seller; (ii) rightfully known by Buyer free of any obligation of confidence at the time of disclosure to Buyer by Seller, as evidenced by written records; or, (iii) rightfully obtained by Buyer from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to Seller, each as evidenced by written records

TERMINATION

In addition to any other remedies that Seller may have, Seller may terminate this agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and the failure continues for five days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or, (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

MISCELLANEOUS

No failure to exercise and no delay in exercising on the part of Seller any right, power, or privilege will waive nor will any single or partial exercise of any right, power, or privilege preclude further exercise of the same right, power, or privilege.

If any provision or any part or portion of any provision of these Terms is held invalid, void, or otherwise unenforceable, such holding will not affect the remaining part or portions of that provision, or any other provision. Any clerical errors are subject to correction.

Seller may scan, image, or otherwise convert these Terms into an electronic format of any nature and that a copy of these Terms produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.

In performing the obligations contained in these Terms, the parties will act in good faith toward each other and negotiate in good faith all matters, issues, or provisions, that arise under or are related to the Terms that require the parties to reach a consensus, understanding, or agreement.