

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



**Jeff Walik**  
Village President

**Jim Hrejsa**  
**Tim Kapolnek**

## Village Trustees

**Mitchell Milenkovic**  
**Sam Savopoulos**

**Leandra Torres**  
**Jeff White**



**Audrey McAdams**  
Village Clerk

REGULAR MEETING  
BOARD OF TRUSTEES  
Stickney Village Court Room  
6533 W. Pershing Road

Tuesday, June 18, 2024

7:00 p.m.

## Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Possible motion and final action to permit member (s) to attend by electronic participation
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Pass and Approve Ordinance 2024-09, "An Ordinance Authorizing and Approving a Quote for the Repair of a Dump Truck for the Village of Stickney, Illinois"
8. Report from the Mayor
  - a. Proclamation of Amateur Radio Month
9. Report from the Clerk
10. Trustee Reports/Committee Reports
11. Reports from Department Heads
12. Public Comments
13. Adjournment

Posted June 14, 2024

**June 4, 2024**

**State of Illinois  
County of Cook  
Village of Stickney**

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, June 4, 2024, at 7:07 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.**

**Upon the roll call, the following Trustees were present:  
Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee White**

**Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the regular board meeting held on Tuesday, May 21, 2024.**

**Upon the roll call, the following Trustee voted:  
Ayes: Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee White  
Mayor Walik declared the motion carried.**

**Trustee Savopoulos moved, duly seconded by Trustee Milenkovic that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.**

**Upon the roll call, the following Trustee voted:  
Ayes: Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee White  
Mayor Walik declared the motion carried.**

**Trustee Torres moved, duly seconded by Trustee Hrejsa to pass, and approve Ordinance 2024-07, "An Ordinance Amending Chapter 14, Section 14-108 of the Municipal code, Village of Stickney, Illinois Regarding Left Turn Regulations"**

**Upon the roll call, the following Trustee voted:  
Ayes: Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee White  
Mayor Walik declared the motion carried.**

**Trustee Kapolnek moved, duly seconded by Trustee Torres to Pass and Approve Ordinance 2024-08, "An Ordinance Amending Chapter 2, Section 2-41 of the Municipal Code, Village of Stickney, Illinois Regarding Electronic Participation at Meetings"**

**Upon the roll call, the following Trustee voted:  
Ayes: Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee White  
Mayor Walik declared the motion carried.**

The mayor said that this is going back and updating our ordinance for electronic participation going back for the need in the future for zoom. The Governor cancelled the regular zoom. The clerk asked if this included phone participation. The attorney explained that it means any type of electronic participation. The mayor mentioned that we have the new screens to use for zoom.

**MAYOR'S REPORT:** The mayor thanked Linda for setting up our Senior Lunch on June 10, 2024, at 11:30 with bingo following. He informed people of the 65<sup>th</sup> birthday celebration for Darlene from the front office. There was a cut out picture statue there, cake and luncheon.

The mayor then diverted to former-Senator Munozo, who is now our lobbyist from Amicus Government Strategies, for his report. He explained that the session went into overtime session ending this past Wednesday. We were told that the Governor raised taxes on a lot of the entities to the tune of over \$700 million. He said he was there as a senator for over 23 years and is retired now. He is now our lobbyist/consultant in Springfield. We were able to get \$150,000 for police and fire. We did get money for Capital. We are working with reappropriations for funds for the community center. There will be more money coming in for operational costs. We might try to change some of that for fixtures that you still need beside the sidewalks and pumps that you need. They go back into the veto session in October and November. We must make sure that the money that was allocated for 2025 for your village no one can take it away. We can start drawing from the budget and it can be released through the leadership, Senator Elizabeth Hernandez. We will continue to update your mayor. Money will come in increments. Most of the time when you do projects, it is \$5 or \$6 million at a time. They try to space it out like \$500,000 or \$600,000 at a time. Whoever the bank is you do your bonding with looks at the state money. They know you do have the money from the state. It gives you a lot of opportunity when they see the money in the budget allocated by the state.

**TRUSTEE REPORTS:**

**Trustee Hrejsa:** He reminded people of Music in the Park starting tomorrow. The menu was given.

**Trustee Kapolnek:** He will be managing the bingo at the Senior Picnic.

**Trustee Torres:** The mayor added in at this time that they will be having meetings concerning Family Day. Also, they are looking for one more hay wagon for the Haunted Hayride. The clerk added in that she has contacted the people for the Wienermobile for Family Day

**Trustee Milenkovic:** He reported on the Tree Committee. Public Works Director Joe Lopez brought a few suggestions to the board that they are considering. We are fine-tuning our parkway tree planning. They had questions from residents to consider. There will be future reports on other matters to address. In addition, he noted that he received a few more matchbook covers for the visitor's center from Ken's Bungalow. He found binder pages that hold matchbook covers.

**DEPARTMENT REPORTS:**

**Public Works Director Joe Lopez:** Public Works has started painting the yellow lines and the curbs starting on Maple then going east. The handicap spots will also be painted. The mayor extended the thank you from the library for all the help they provided for their event. They also included the police and fire departments.

**Police Chief James Sassetti:** He reminded people that as we enter the summer months and events like graduation parties, Stickney has a loud noise ordinance. It allows loud noise until 10:00 p.m. We have seen an increase in loud noise complaints in the last couple of weeks. He also reminded us that fireworks are illegal. He assured us that they are going out there to control the situation. There will be a police department open house held on August 3<sup>rd</sup> from 11:00 a.m. to 2:00 p.m. You can tour the facility. The mayor asked him to explain his compliance with the Safety Act. The Chief then explained that pursuant to the Safety Act it mandates an extreme amount of training from our officers. It is a continual process. We were notified that we are 100% compliant. In fact, the training officers skipped our location because we are in 100% compliance with all the requirements by law. Larger departments have more difficulty achieving this. Our training officer and our deputy chiefs have done a phenomenal job navigating those waters and we are 100% compliant. I checked the portal again today and everyone is right where we need them to be. At this time Trustee Savopoulos commented that he appreciated the help of the police and the township to rescue a dog that was left inside an abandoned house for five days. Chief Sassetti then explained that this was a situation where the people were evicted, and the people left their dog in a cage for three to five days. The dog appeared to be in decent health considering what it went through. It was taken to Waggin Tails Shelter. He hoped that this would bring some peace and quiet to the area where this problem house was. The mayor added that the training is hard to put together with the shifts. It is great to hear that we put it all together, especially with surrounding towns within the state. This is things like first aid to other high-risk things. Chief Sassetti then mentioned that Hawthorne Racetrack allowed the police to use their area for police high-risk traffic stop training. It was an entire eight-hour block. The officers come in and have a two-hour classroom session and then do six hours of actual scenario-based training. They used a simulation gun that is a paintball smart gun. Various adaptations can be done to make it seem authentic. We had the training board there and participated in the training. We are one of the only agencies that incorporated the use of K-9's in traffic stop training. Instead of officers going to the car to extract the bad guy, we sent in the dog. Then the dog extracts the bad guy. The training board sent a representative here for eight hours and went through the entire training block. He is going to recommend that the use of K-9's be included in that type of training. They were impressed with our training officer and our K-9 unit. Our officers can work with these dogs, so they know what their abilities are. We were then told that this compliance training is staggered but is constantly changing. We have a portal that tells us what is done and when. Some officers have accomplished things in the academy. Other officers still need to do things. He then thanked Fire Chief Boyajian and Deputy Chief Silvare for conducting the CPR training for the department. We are already projected out to the third quarter.

**Fire Chief Jeff Boyajian:** We learned that the company came out last week to assess our ground ladders so we could be compliant. The inspection was done on our stair chairs and lifts. Any parts for repairs were done and installed. He warned people to stay out of the sun and stay hydrated. The salesman for the ladder truck will meet with us to go over the drawings for the last time. They are still saying that January or February should be the due date. It will be eight months total.

**There being no further business, Trustee Savopoulos moved, duly seconded by Trustee Milenkovic, that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:33 p.m.**

**Respectfully submitted,**

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

**Approved by me this \_\_\_\_\_ of \_\_\_\_\_, 2024**

\_\_\_\_\_  
**Jeff Walik, President**

**Village of Stickney**  
**Warrant Number 24-25-04**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
June 18, 2024

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		61,098.34
02 WATER FUND		11,437.82
03 MOTOR FUEL TAX FUND		
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		17,113.99
09 BOND & INTEREST FUND		
	Subtotal:	89,650.15
General Fund Payroll	6/15/2024	261,069.71
Water Fund Payroll	6/15/2024	22,364.40
	Subtotal:	283,434.11
Total to be Approved by Village Council		373,084.26

Approvals:

\_\_\_\_\_  
Jeff Walik, Mayor

\_\_\_\_\_  
Audrey McAdams, Village Clerk

\_\_\_\_\_

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 5/31/2024 Through 6/12/2024

Check Number	Vendor Name	Effective Date	Check Amount
508695	AMICUS GOVERNMENT STRATEGIES	6/3/2024	12,000.00
508696	Bell Fuels, Inc.	6/3/2024	2,450.44
508697	Costco - Citicard	6/3/2024	3,894.77
508698	CPURX, Inc.	6/3/2024	7,698.00
508699	DEL GALDO LAW GROUP LLC	6/3/2024	7,247.50
508700	Equipment Management Company	6/3/2024	750.00
508701	HRP Chicago LLC	6/3/2024	312.50
508702	Infinity Signs	6/3/2024	400.00
508704	Mitchell Wido Investigative Consulting ...	6/3/2024	1,200.00
508705	NAPA AUTO PARTS	6/3/2024	7.25
508706	POMP'S TIRE SERVICE, INC.	6/3/2024	605.97
508707	Ruben Quintana	6/3/2024	0.00
508708	RACHEL DISCO	6/3/2024	200.00
508709	Southwest Community Publishing	6/3/2024	239.40
508711	Westfield Ford, Inc.	6/3/2024	56.24
508713	Abila	6/10/2024	985.92
508714	Air Comfort	6/10/2024	2,021.58
508716	Anthony T. Bertucca	6/10/2024	900.00
508717	Corneliu Covaliu	6/10/2024	264.00
508718	Deece Automotive	6/10/2024	4,140.00
508719	Frank Rowley III	6/10/2024	400.00
508720	Illinois alarm services, Inc.	6/10/2024	2,100.00
508721	Johnson Controls Security Solutions	6/10/2024	261.30
508722	KATHLEEN WALTER	6/10/2024	46.01
508723	Konica Minolta Business Solutions U.S....	6/10/2024	598.89
508725	Menards - Hodgkins	6/10/2024	199.21
508727	Mitchell Wido Investigative Consulting ...	6/10/2024	300.00
508728	Quadient Finance USA, Inc.	6/10/2024	500.00
508730	O'Reilly First Call	6/10/2024	722.24
508732	PRO CHEM INC	6/10/2024	303.00
508733	Randy McCallister	6/10/2024	600.00
508734	RAY O'HERRON CO. INC.	6/10/2024	2,201.19
508735	Rebecca Maday	6/10/2024	172.00
508736	Southwest Community Publishing	6/10/2024	239.40
508737	S & S Industrial Supply	6/10/2024	1,225.53
508738	The Eagle Uniform Co.	6/10/2024	456.00
508739	University of Illinois	6/10/2024	575.00
508740	Scott Urbanski	6/10/2024	2,400.00
508741	Widaman Sign	6/10/2024	325.00
508742	R & L LANDSCAPING SERVICE INC	6/10/2024	2,100.00
Total 01 - General Fund			61,098.34

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 02 - Water Fund  
 From 5/31/2024 Through 6/12/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508696	Bell Fuels, Inc.	6/3/2024	1,225.23
508703	M&J Asphalt Paving Co.	6/3/2024	3,377.52
508710	Standard Equipment Company	6/3/2024	5,768.57
508715	ALEXANDER CHEMICAL CORPORATION	6/10/2024	231.00
508726	Metropolitan Industries, Inc	6/10/2024	200.00
508731	POMP'S TIRE SERVICE, INC.	6/10/2024	635.50
	Total 02 - Water Fund		11,437.82



**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
08 - Capital Projects Fund  
From 5/31/2024 Through 6/12/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508724	Lindahl Brothers, Inc.	6/10/2024	10,508.63
508729	Novotny Engineering	6/10/2024	<u>6,605.36</u>
	Total 08 - Capital Projects Fund		17,113.99
			<u>                    </u>
Report Total			<u><u>89,650.15</u></u>

**ORDINANCE NO. 2024-09**

**AN ORDINANCE AUTHORIZING AND APPROVING A QUOTE FOR THE REPAIR OF A DUMP TRUCK FOR THE VILLAGE OF STICKNEY, ILLINOIS**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village has a dump truck (the "Vehicle") utilized by the Department of Public Works (the "Department"); and

**WHEREAS**, the Vehicle is in need of upgrades and repairs; and

**WHEREAS**, Monroe Truck Equipment, Inc. (the "Vendor") has provided a quote (the "Quote") for the repairs and upgrades to the Vehicle, attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") deem it advisable and necessary for the efficient operation of the Village and to authorize and approve the Quote as set forth in Exhibit A; and

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize and approve the Quote, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes the repairs and upgrades to the Vehicle in accordance with the terms of the Quote; waives any bidding requirements related thereto, authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Board further authorizes the

President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

**SECTION 4. HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5. SEVERABILITY.** The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Beth Lukas, Deputy Village Clerk**

**EXHIBIT A**



a brand of aeabi schmidt

812 Draper Ave  
 Joliet, IL 60432  
 Sales Rep: Jerry LaCorte  
 Ph: (708) 968-8288  
 www.MonroeTruck.com

**J.O. #**

Quotation ID: 4JB1000276-1  
 Date: 5/16/2024  
 Valid thru: 6/15/2024  
 Terms: NET 30  
 Quoted by: Jaclyn Bojovic  
 Ph/Fax: 815-714-8940 /

**Quoted to:**

STICKNEY, VILLAGE OF (ATTN: )  
 6533 W. PERSHING ROAD  
 STICKNEY, IL 60402  
 Ph: 708-749-4400 / Fax: 708-749-4451  
 Email:

**Chassis Information**

<i>Year:</i> 2009	<i>Make:</i> INTERNATIONAL	<i>Model:</i> WORK STAR	<i>Chassis Color:</i>		<i>Cab Type:</i> REGULAR
<i>Single/Dual:</i> DRW	<i>CA:</i> -1.0	<i>CT:</i> 102.0	<i>Wheelbase:</i> 169.0	<i>Engine:</i> DIESEL	<i>F.O. Number #:</i>
				<i>F.O. Number #:</i>	<i>Vin:</i>

**Notes:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

**Description**

**Amount**

REMOVE EXISTING BODY  
 SANDBLAST REAR PINTLE PLATE  
 DUST BLAST FRAME

NEW DUMP  
 CRYSTEEL 13' SELECT DUMP, STAINLESS STEEL  
 NEW STYLE IL CAB GUARD  
 34" SIDE HEIGHT WITH 7GA STAINLESS STEEL  
 52" FRONT HEIGHT WITH 7GA STAINLESS STEEL  
 44" REAR HEIGHT WITH 7GA STAINLESS STEEL  
 1/4 AR450 STEEL FLOOR  
 12" WESTERN TUBULAR LONGBEAM, CARBON  
 MANUAL TAILGATE RELEASE  
 2" FLAT LOWER RAIL  
 BANJO CHAIN SLOT BRACKET  
 CARBON D RING ON INSIDE OF TAILGATE  
 NEW REAR HINGE  
 2 OVAL REAR LIGHT CUTOUTS  
 2 OVAL CUTOUTS ON EACH LOWER SIDE RUBRAIL  
 2 BODY PROP KITS, LEFT AND RIGHT  
 6" POLY SIDE BOARDS, BLACK  
 2 STAINLESS STEEL SHOVEL HOLDERS, DRIVER AND PASSENGER SIDE  
 POLY LADDER, DRIVER SIDE  
 2 GRIP STRUT STEPS ABOVE LADDER  
 2 GRAB HANDLES  
 2 REBAR STEPS, INSIDE DUMP, DRIVER SIDE FRONT  
 MUDFLAPS BEHIND REAR TIRES  
 MUDFLAPS WITH CHAINS IN FRONT OF REAR TIRES  
 REFLECTIVE TAPE, RED/WHITE  
 7-WAY ROUND TRAILER PLUG  
 BACK UP ALARM

RE-INSTALL CUSTOMER SUPPLIED TAILGATE SPREADER  
 INSTALL NEW STAINLESS STEEL INNER TAILGATE SHIELDS  
 REPLACE TAILGATE SPREADER TOP LID WELDMENT AND SUPPORTS STRAPS  
 RETROFIT EXISTING TAILGATE SPREADER WITH NEW SELF LEVELING SPINNER, CENTER DISCHARGE

**LIGHTS & ELECTRICAL**

- WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, LESS THE 72" LIGHT BAR
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 GREEN AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 1 GREEN AND 1 CLEAR STROBE INSTALLED IN EACH PASSENGER & DRIVER SIDE RUBRAILS
  - GREEN FRONT CLEAR REAR ON DRIVER SIDE
  - CLEAR FRONT GREEN REAR ON PASSENGER SIDE

**Description**

- 2 SPREADER LIGHTS INSTALLED UNDER DUMP, REAR DRIVER AND PASSENGER SIDE  
- 2-YEAR WARRANTY

**Amount**

Quote Total: \$55,880.00

**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	

**General Terms and Conditions for the Sale of Goods  
by Subsidiaries of ASH North America, Inc.**

## 1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. 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. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller'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 Seller. Delivery of the Products by Seller does 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 (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to 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.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, 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"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products 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 Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), 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 bank transfer or in any other manner set forth on Seller's 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. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller 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. Seller may, without any liability to Customer, refuse the delivery of any Product 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 Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 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 Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller 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 Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

- 5.1. If Seller 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 Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, 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"). Seller 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 Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller 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 Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER





6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

#### 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) 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 Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products 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 at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, 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 Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

#### 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 Seller 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 seven (7) days from the date of receipt of such Products, and Customer shall notify Seller 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. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, 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. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

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 PRODUCT WARRANTY

9.1. Seller 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 "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS 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 NON-INFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

#### 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES 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 SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'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, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

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 Seller that is confidential 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 Seller'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 Seller's prior written approval.

**11.3.** Customer shall not use Seller's Confidential Information except as necessary to use the Products 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; 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 Seller'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 Seller'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 Seller 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 0, Seller 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. INTELLECTUAL PROPERTY**

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## **13. FORCE MAJEURE**

**13.1.** Seller 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, pandemics (or any government restrictions implemented as a result thereof), 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.

## **14. MISCELLANEOUS**

**14.1.** 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.

**14.2.** Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

**14.3.** Seller'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.

**14.4.** The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

**14.5.** 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.

## **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. Seller may amend or modify these Terms from time to time. Seller 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 Wisconsin 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 Wisconsin. 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 County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller 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.**