

whether a buyer, consignee, wissee on incensery and accepted in maning by an earnotecture employee.

"Software"-Machine-readable object and/or source code, including executable programs and firmware, and user documentation in written or electronic object code form. Software "may include Licensea"

"Unificensed Software" Software which may be included on the storage media containing Licensed Software is not authorized to use under the Order.

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es hereunder are governed solely by the terms and conditions of this Agreement and all erms and conditions contained on purchase orders or acknowledgments are excluded.

preprinted terms and conditions contained on purchase orders or acknowledgments are excluded. <u>ADELIVERY TERMS AND RISK OF LOSS</u>
All deliveries shall be ex-works Honeywell's designated facility, per Incoterms 2000. Risk of loss or damage shall pass to Buyer at the time Honeywell makes the goods available to Buyer for shipment. <u>STERMS OF PAYMENT</u>

8.2 UTIES Auponoming the period of time that the non-periorining peny is used to parties may agree in writing.

SINSPECTION AND ACCEPTANCE
INSPECTION Within A consortable period after delivery not to exceed 30 calendar days. Equipment within a reasonable period after delivery not to exceed 30 calendar days. Equipment within a reasonable period after delivery not to exceed 30 calendar days. Equipment within the same timeframe. Honoyvell will have a reasonable opportunity to repair or replace rejected Equipment, at its option. Honeyvell assumes shipping costs in an amount not to exceed normal surface shipping charges to Honeywell's designated facility for the return of property rejected Equipment. Blowing initial delivery, the party initiang shipment will be art the risk of loss or damage to Equipment in transit. If Honeywell reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

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11. WARRANTIES
11.1. Equipment-Honeywell warrants that at time of shipment to Buyer its Equipment will comply with applicable Honeywell drawings and will be free from defects in workmanship and material. These warrantes run to the Buyer, its successors, assigns, and customers. This warranty is valid for twelve (1/2) months after shipment of the Equipment. Third party Equipment on listed in Honeywell's published price lats its warranted in accordance with the published warranty of the supplier to the extent

## **TERMS AND CONDITIONS**

provide Buyer with a correction or replacement Licensed Software, or (8) make instruction to Buyer to modify the Licensed Software.

Third-party supplier warranties, shall apply to the extent that they are less than the described in this Order. Honeywell warrants that the Licensed Software provided under was scanned for viruses known to Honeywell prior to delivery to carrier or Buyer. Because the state of the second software with updated virus scanning soft clude the Licensed Software with updated virus scanning soft and the second software with updated virus scanning soft and the second software with updated virus scanning soft and software with updated virus scanning software software has best for the claim. Notes were software with updated virus scanning scanning software with updated virus scanning software with updated virus scanning scanning

c) accident, contamination, foreign object damage, abuse, neglect or negligence arter supment to Buyer;
(d) damage of the property of the prop

INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE PAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF PAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF ANY LIMITED REMEDY. NO EXTENSION OF ANY LIMITED REMEDY. TO EXTENSION OF ANY LIMITED REMEDY. THE PAIR OF TH

13. INDEMNIFICATION
Each party will indemnify, defend, and hold the other harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death or loss of or damage to property caused solely by its negligence in the performance of this Agreement. The indemnificor obligations under this Clause are conditioned on receiving prompt notice of a claim from the indemnities. The indemnitiors will be entitled exclusively to control the defense, At the indemnitior indication of the indemnities. The indemnition is indicated to the indemnities of the indemnities of the indemnities will be indemnition with all relevant information within its possession or control. Because the indemnitior will provide the defense, the indemnitior will not be false for any attorney fees or costs of indemnities. The indemnities may participate in the defense, but in no event will be indemnition to liable for the indemnities already and interval the indemnities and interval the indemnities and interval the indemnities and interval the indemnities are indemnitied and interval the indemnities are indemnitied and interval the indemnities are indemnitied and interval the indemnities and interval the indemnities are indemnitied and interval the indemnities are indemnitied. The indemnities are indemnitied and interval the indemnities are indemnitied and interval the indemnities are indemnitied. The indemnities are indemnitied and interval the indemnities are indemnitied and interval the indemnities are indemnitied. The indemnities are indemnitied and interval the indemnities are indemnitied and interval the indemnities are indemnitied. The indemniti

LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIBRILITY ARRESS FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLICENCE), BY OPERATION OF LAW, OR OTHERWISE IN CONTRACT MARKANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLICENCE), BY OPERATION OF LAW, OR OTHERWISE IN CONTRACT AND A CONTRACT

17. COMPLIANCE WITH LAWS
17.1 Buyer is responsible for compliance with all import and export control laws and regulations.
17.1 Buyer is responsible for compliance with all import and export control laws and regulations, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. Buyer for any falter to provide goods, services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:
(1) The falture to provide or the cancellation of export or re-export licenses:
(2) Any subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or (3) Delays due to Buyer's failure to follow applicable import, transfer, or re-export laws and regulations.

21.3HPMENTS

Sippiments and deliveries shall be subject to the approval by Honeywell's Credit Department. Partial shipments will be invoiced as shipped. Title and risk of loss shall pass to the purchaser at the point of shipment Calment for shipping damages should be made to the carriers.

21.3HPMENT CALMENT CALMENT

or loss of property resulting mererron 24. NOTICES Every Notice between the Parties relating to the performance or administration of this shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to I Honeywell's authorized representative. All Notices required under this Agreement shall be in shall be deemed received when delivered either: (1) Two (2) calendar days after mailing by certified mail, return receipt requested.

<u>26: WANER</u>
The failure of either party to enforce at any time any of the provisions of this agreement shall not be construed to be a continuing water of any provisions hereunder nor shall any such failure prejudice 27.2. ETOFE
Buyer will not set off or recoup invoiced amounts or any portion thereful against sums that are due or may become due from Noneywell, its parent, affiliates, subsidiaries or offer divisions or units.

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Honeyweils, but partent, difficulties, subsidiaries or other divisions or units.

This Agreement will be governed by the laws of Singapore, without regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties agree that any dispute, controversy or claim between Honeywell and Buyer arising out of the Parties agree that any dispute, controversy or claim between Honeywell and Buyer arising out of the Parties agree that any dispute, controversy or claim between Honeywell and Buyer arising out of "Dispute"), will be settled through friendly consultations between the Parties. If no settlement is reached within 30 days from the date of one Party notifying the other Party that a Dispute has arisen, then such Dispute shall be settled by arbitration through Singapore International Arbitration panel will consist of three arbitrators appointed in accordance with its arbitration rules. The arbitration panel will be final and highing on the Parties and the Aver award morefred. It will be final and highing on the Parties and the Aver award morefred by the arbitration tribunal will be final and highing on the Parties and the Aver award morefred. It will be final and highing on the Parties and the

parent will consist or time a arbitrations appointed in accordance with the arbitration retries. Any award rendered by the arbitration for the parties wave intervictably their right to any form of appeal, review or recourse to any court or other Parties wave inventorably their right to any form of appeal, review or recourse to any court or other have the authority to award preliminary injunctions and rights to specific performance, but it shall have no authority to award preliminary injunctions and rights to specific performance, but it shall have no authority to award preliminary injunction with the ordinary courts shall remain unaffected. The costs of entiration and the costs of enforcing the arbitration award (including in each case witness expenses and reasonable attorneys less and discussements) shall be borne by the losing When any Dispute occurs and when any Dispute is under arbitration or any other proceedings, the Parties will continue to exercise their respective rights, and fulfill their obligations under this Agreement.

Parties will continue to exercise their respective rights, and fulfill their obligations under this Agreement. 22a SSIGMMENT. Neither Party will assign any rights or obligations under this Agreement without the advance writter consent of the other Party, which consent will not be unreasonably withheld. Either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be

void.
30.SURVIVAL
All provisions of this Agreement and any Order which by their nature should apply beyond the term of
this Order will remain in force after acceptance and complete performance of the Order, including, but
not limited to the following clauses in these terms and conditions:
1: DEFINITIONS

ORDERS PAYMENT TERMS TAXES

Indemnity Against Patent and Copyright Infringment INDEMNIFICATION

15. INDEMNIFICATION
14. LIMITATION OF LIABILITY
15. CONFIDENTIAL INFORMATION
16. DATA COLLECTION, TRANSMISSION, AND USE
17. COMPLIANCE WITH LAWS
26. APPLICABLE LAW AND FORUM
28. SURVIVIA.