

## **TERMS & CONDITIONS OF SALE**

These terms and conditions of sale (“Terms and Conditions”) are effective January 10<sup>th</sup> 2022 and supersede all previous publications covering (“Honeywell”, “Seller”, “we”, “us”, or “our” herein, and shall differ based upon the entity to which you have issued your purchase order) products or services (hereinafter referred to as “Products”). References to “Buyer”, “you”, or “your” are to the purchasers of our Products. Certain country, line of business and product-specific exceptions to these Terms and Conditions (“Exceptions”) are set forth in Attachment A, A1 and B hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions. These Terms and Conditions (and if applicable any separate agreement between us and you that specifically reference these Terms and Conditions) (collectively, the “Agreement”) contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of each party. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

### **1. PURCHASE ORDERS.**

Purchase orders are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement; (b) order number; (c) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation. Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, and/or different terms or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions contained herein in their entirety. Buyer’s acceptance of delivery from Seller constitutes Buyer’s acceptance of these Terms and Conditions in their entirety.

### **2. PRICING.**

Unless stated otherwise in the Seller’s order confirmation, prices are CIP (Incoterms 2010) and the Buyer is additionally liable to pay the transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable. Prices are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any changes. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are non-cancelable and nonreturnable. Honeywell reserves the right to monitor Buyer’s orders during the period between notification of and the effective date of the price increase; if Buyer’s order volume during that time period is more than five percent (5%) higher than forecasted or historic purchases, then Honeywell reserves the right to change the increased price on the excess orders.

Honeywell may, from time to time and in its sole discretion, issue surcharges on new Purchase Orders in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”). Economic Surcharge shall not exceed 15% from the total Purchase Order value. Such Economic Surcharge does not apply if the Purchase Order is to be delivered upon within four (4) weeks after the Purchase Order has become binding. Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in the Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

### **3. ORDER MODIFICATIONS.**

Buyer may request add-ons or changes to quantities in an order within 24 hours of order placement (or later in Seller’s sole discretion), provided that the order is open and not in a shipping status or closed, and subject in full to (i) Seller’s right to accept or reject such request in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

### **4. DELIVERY/SHIPPING TERMS.**

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to goods passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within two (2) days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions. Title to goods passes to Buyer upon delivery of the Products to a carrier at the point of shipment to Buyer.

Seller will schedule delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer’s order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order confirmation.

### **5. ACKNOWLEDGEMENTS.**

Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller will notify Buyer via phone, fax, email, postal mail or order confirmation.

### **6. INSPECTION AND ACCEPTANCE.**

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed two (2) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller’s designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

### **7. PRODUCT CHANGES.**

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

### **8. CANCELLATIONS.**

No purchase order may be canceled by Buyer without the prior express written consent of the Seller which consent shall be in Seller’s sole discretion and subject to (i) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

### **9. TERMS OF PAYMENT.**

Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payment is due thirty (30) calendar days from date of invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company’s order number, Honeywell’s invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell’s request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts and interest that is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on delinquent amounts at the maximum rate permitted by law or as specified in Schedule A, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable attorneys’ fees; (d) withhold from Buyer any rebate payments; (e) combine any of the above rights and remedies as may be permitted by applicable law; (f) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer’s credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

It has been expressly agreed that, except in case of extension solicited at the latest 10 days before the due date and expressly granted by Seller, invoices remaining unpaid after their due date mentioned on the invoice may, at Seller’s sole discretion, give rise to:

- The application of a late payment penalty, without any prior written notice being necessary to Buyer equivalent to three (3) times the French legal interest rate, calculated by considering the number of days between the due date for payment and the date of the effective payment. The legal interest rate shall be that of the last day of the month preceding the issuance of the invoice and / or
- The application of a fixed sum for recovery costs of minimum 40 €.

### **10. TAXES.**

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

### **11. PACKING.**

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for airfreight.

### **12. BUYER CAUSED DELAY.**

Seller is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

### **13. FORCE MAJEURE.**

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a “force majeure” event. Force majeure is an event beyond the non-performing party’s reasonable control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (h) inability or refusal by Buyer’s directed third party to provide Seller parts, services, manuals, or other information necessary to the goods or services to be provided by Seller under the Agreement. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.

### **14. MANUFACTURING HARDSHIP.**

If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than five (5)

over Seller's production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days written notice to Buyer.

#### 15. TERMINATION /SUSPENSION.

Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer repeatedly fails to make any payment required to be made under this Agreement when due or fails to make a sole significant payment, and fails to remedy the breach within 7 calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights hereunder without Seller's prior written consent; (iv) Buyer ceases to function as a going concern, suspends or ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed for Buyer's assets, or if any proceedings relating to Buyer under any bankruptcy or insolvency law is brought by or against Buyer, or Buyer makes an assignment for the benefit of creditors; (v) there is a transfer of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of Buyer or death of any principal owner of Buyer (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted for any felony or converts or embezzles any property or funds of others; (viii) any conduct or practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (ix) if the Buyer is a distributor or other reseller, the Buyer sells or transfers for sale or resale any Product in contravention of the provision of the Agreement authorizing Buyer to act as distributor or other reseller; or (x) any breach of section 16 of this Agreement, or (xi) any breach of section 20 of this Agreement, or (xii) any infringement of copyright, trademark or other intellectual property rights as protected in this Agreement and schedules. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity.

#### 16. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/2/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, Buyer certifies that it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>.

#### 17. EXPORT AND IMPORT COMPLIANCE.

Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by the United States or other applicable UN, international or national sanctions; (iii) prohibition against complying with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Supplier. Unless otherwise mutually agreed in writing, Buyer shall not sell, transfer, export or re-export any Goods or Software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or Software may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to the Supplier, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to the Supplier and adequate in the Supplier's opinion to protect the Supplier against any type of liability. Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer's or its customers' non-compliance with Export/Import Control Laws. Buyer shall include provisions in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, then Buyer's freight forwarder will export on Buyer's behalf, and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with Export/Import Control Laws. Seller will provide Buyer's designated freight forwarder with required commodity information. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, services, or technical data in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Seller will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to comply with applicable import, transfer, export, or re-export laws or regulations.

#### 18. ANTI-CORRUPTION LAWS.

Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the "FCPA") and all other applicable anti-bribery and anti-corruption legislation ("Anti-Corruption Law"). Without limiting the foregoing, Buyer hereby certifies:

- That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to:
  - any "Restricted Person" defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government department, agency, or instrumentality, any government - controlled entity, or public international organization; (B) any political party or party official; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or
  - any Person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.
- (b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law.

(c) That it will maintain accurately such books and records as Seller may reasonably require from time to time. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer's compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.

(d) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or policies of the United States or other jurisdiction, and all policies of Seller, will not be violated.

(e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

(f) That it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or other jurisdiction if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction.

(g) That it shall immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA, other Anti-Corruption Law, or the Code of Conduct.

(h) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if any, of the Agreement.

(i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys' fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Buyer warrants that neither it nor any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with a contract with all levels of the administration within the United States or any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

#### 19. DATA COLLECTION, TRANSMISSION AND USE.

Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. Buyer acknowledges that personal data collected by the device may be stored with third parties and shared with Honeywell affiliates located outside of European Union, as in USA, India or Mexico. No end-user identifiable data will be provided to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

#### 20. CONFIDENTIALITY AND PERSONAL DATA.

The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

Seller ("Data Processor") will process personal data of the Buyer ("Data Controller") and its customers ("end user") for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end user or the data protection authority related to data processing by the Seller will be responded promptly and fully. Shall Buyer require additional documentation and standard provided to Buyers, Seller will provide it at Buyer's costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled properly and at Buyer costs. Buyer has the right to audit Seller's compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least thirty (30) days prior notice; (ii) occur during normal working hours and (iii) shall not interfere with regular course of business. Any costs related to the audit will be born only by the Buyer. Upon termination of this agreement, Seller shall erase or anonymize the personal data of the Buyer or the end user, at its discretion.

#### 21. WARRANTY TERMS.

Subject to the provisions of this section 21 and the "Limitation of Liability" provision of the Agreement (section 25), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for the period of time that is published for each Product by Seller from time to time commencing on the date such Product is shipped from Honeywell's facility or the date title to such Product passes to the customer, whichever date is earlier (such period referred to herein as the "Warranty Period"), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 21 are the only warranties provided by Seller with respect to the Products sold hereunder, and may be modified or amended only by a written instrument signed by Seller and accepted by customer. The warranties do not apply if, in the reasonable opinion of Seller, the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorized by Seller as a repair facility. The customer's remedies and Seller's aggregate liability with respect to the warranties provided by Seller in this section 21 are set forth in and are limited by this section 21 and the "Limitation of Liability" provision of the Agreement (section 25).

(a) **Warranty Claims.** If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller's sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller's obligations hereunder shall arise only if Seller's examination of the Product in question discloses to Seller's reasonable opinion that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(b) **Services Warranty.** Services shall be performed in a good workmanlike manner consistent with industry practices and are warranted for ninety (90) days from the date services are performed. Seller's obligation and Buyer's sole remedy under this warranty is that Seller will correct or re-perform defective services or refund fees paid for the services, at Seller's sole election, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an "as-is" basis only.

(c) **OTHER LIMITATIONS.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), OR SPARE PARTS, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A "SHRINK WRAP" LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(d) **DISCLAIMER.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF SELLER STATED IN SECTION 21 (B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER RELATING TO THE PRODUCT NON-CONFORMITY OR HIDDEN DEFECTS, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL), REPAIR OR REPLACEMENT (AT SELLER'S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(e) **Miscellaneous Provisions.** Without limitation of the foregoing, the following additional provisions apply to this limited warranty:

(1) In order for this limited warranty to be effective, you must notify us within 20 days of discovery of a defect. You must return the defective Product to us within the Warranty Period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned goods within 30 days or the claim will be cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the User's Instructions which shall include prompt replacement or repair of defective parts, and the replacement of parts per the maintenance schedule as prescribed in the User's Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorization (RGA) or Returned Materials Authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.

(2) Honeywell will reship the Product to you at our expense in the United States. If applicable, Buyer, acting on its own behalf only, shall extend a warranty to its customers no broader in scope than the limited warranty extended to it by Seller. Buyer shall perform and fulfill at its sole expense all of the terms and conditions of each warranty, including providing reasonable assistance with respect to product recall or other warranty actions by Seller, subject to the obligations of Seller set forth herein.

(3) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller's instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by normal wear and tear or maintenance.

(4) This limited warranty does not extend: (1) to any Product determined by Seller to have been used after having arrested a fall; (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions; and (3) to any first-aid Product that complied with applicable FDA regulations during the Warranty Period.

(5) Seller does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Seller. Buyer is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Seller. Buyer understands and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and best practices. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case no longer than in 24 hours from discovery. "Cybersecurity Event" shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Buyer shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer's expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused by a Cybersecurity Event resulting from Buyer's failure to comply with the Agreement or Buyer's failure to maintain reasonable and

appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

## 22. TECHNICAL ADVICE.

Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Seller. It is the Buyer's sole responsibility to determine the suitability of the Products for use in Buyer's application(s). The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

## 23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT.

Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States or European patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim promptly provides any and all materials related to the claim it receives to Seller, and agrees to give sole and complete authority, information, and assistance (at Seller's expense) for the defense and disposition of the claim using counsel of Seller's choice. Seller will not be responsible for any compromise or settlement made without Seller's consent. Because Seller has exclusive control of resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer shall not incur any expenses on Seller's behalf without its prior, written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller's prior, written consent thereto.

Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer's designs, drawings, or specifications; (b) Products used other than for their ordinary purpose; (c) combining any Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or, if not, of software provided with the Product released by Seller; or (e) any alteration, customization, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions as set forth above in Seller's obligations to Buyer for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made or if Seller believes that such a claim is likely, Seller may, at its option, and at its expense, procure for Buyer the right to continue using the Product; replace or modify the Product so that it becomes non-infringing; or accept return of the Product or terminate Buyer's license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping Products it believes may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this provision is subject to the "Limitation of Liability" provision of the Agreement.

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

## 24. INDEMNIFICATION.

"Buyer shall indemnify Seller for all costs and damages, including attorneys' fees, suffered by Seller as a result of Buyer's actual or threatened breach of these terms and conditions.

## 25. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (A) SELLER'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS) OR ANY LIABILITY DUE TO THE INFRINGEMENT OF THIRD PARTY RIGHTS, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS IN QUESTION PAID BY BUYER TO SELLER UNDER THE AGREEMENT; (B) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS ARISING FROM BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS) AND THIS SECTION 25 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW.

**26. NOTICES.** Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

**27. SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**28. WAIVER.** All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**29. APPLICABLE LAW AND FORUM.** The Agreement will be governed by and interpreted in accordance with the laws of France in which the Honeywell selling entity entering into this Agreement is registered. Seller and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the

International Sale of Goods, 1980, and any successor thereto. Any potential dispute relating to the Agreement will fall under the exclusive jurisdiction of the courts of France in which the Honeywell selling entity is registered.

**30. DISPUTE RESOLUTION (EXECUTIVE ESCALATION).** Before the parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference to be held within 30 days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within 15 days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

**31. PUBLICITY.** The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper will be subject to the parties' mutual written approval, which approval will not be unreasonably withheld.

**32. INDEPENDENT CONTRACTOR.** The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

**33. HEADINGS AND SECTIONS.** The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraph or section thereof.

**34. INSURANCE.** Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A -, X" by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

**35. ASSIGNMENT; SUBCONTRACTING.** Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

**36. SURVIVAL.** All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

**37 SANCTIONS.** Buyer represents, warrants, agrees that:

Buyer is not a "Sanctioned Person," meaning any person or entity : (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Buyer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Buyer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government.

Buyer's failure to comply with this provision will be deemed a material breach of the Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

#### **SCHEDULE A** **Termination of Distributors/Resellers.**

Upon termination or expiration of an Agreement with a Buyer that is a distributor or other reseller, for any reason whatsoever, Buyer shall be obligated: (i) to cease immediately acting as a distributor of Seller and abstain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to reapply to Seller to be an authorised distributor of Products to be determined in Seller's sole discretion; (ii) to cooperate with Seller upon its direction in completing all outstanding obligations vis a vis its customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Seller in any manner, and to refrain from holding itself out as having been formerly connected in any way with Seller; (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

#### **Trademarks.**

The following provisions shall apply in distributor or reseller agreements:

**(a) License and Use of Trademarks.** Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorised to sell and only in the territory in which Buyer is authorised to sell (the "Trademarks").

The Trademarks will be used solely in connection with Buyer's marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any and

all use of the Trademarks in any manner, except as needed by Buyer to sell its remaining inventory of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.

**(b) Acknowledgment of Rights and Trademarks.** Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer's use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller's corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller's ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

**(c) Samples.** All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks ("Copy") which Buyer intends to use and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Seller to ensure proper usage of the Trademarks by Buyer. Seller shall promptly review the Copy received from Buyer and shall not unreasonably withhold its consent to use the Trademarks. Seller's approval of the Copy shall be deemed to be refused if Seller does not provide a reply to Buyer within fifteen (15) business days of Seller's receipt of the Copy. Seller may refuse to approve, and Buyer shall not distribute, any materials containing or referring to the Trademarks that derogate, erode, or tend to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller's opinion. Buyer shall provide for Seller's approval samples of any Copy which differs in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.

#### **Minimum order Value (MOV) and Low Order Value Administration Fee (LOVAF)**

	<b>MOV</b>	<b>LOVAF</b>
<b>Euro</b>	<b>700 €</b>	<b>73 €</b>
<b>£</b>	<b>500 £</b>	<b>52 £</b>
<b>USD</b>	<b>800 \$</b>	<b>81 \$</b>

**RETURNS.** Authorisation for return of merchandise must be obtained in writing. Returned materials shall not exceed one percent (1%) of Buyer's prior year purchases, and must be identified with a Returned Materials Authorisation (RMA) number provided by Honeywell Customer Service. The RGA/RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 3 months. Returned materials not deemed saleable, at the sole discretion of Seller, will be disposed of or returned at Buyer's expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. Materials returned without such authorisation will be disposed of or returned at Buyer's expense, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

#### **SCHEDULE B – TERMS & CONDITIONS OF SERVICES**

1. HONEYWELL shall provide the services with effect from the Commencement Date. HONEYWELL shall provide the services at Customer's premises during the hours specified in the level of service or, if none are specified, during HONEYWELL's normal business hours or as set out in Honeywell's Order Confirmation.

2. If in the course of providing the services, HONEYWELL identifies a requirement for any remedial repair or action which is included in the services to be provided by HONEYWELL, HONEYWELL will use reasonable endeavours to carry out the repair (a) at the Customer's Premises and (b) during the same visit as the original inspection. If that is not reasonably practicable, HONEYWELL will arrange with Customer either to repair the Equipment off site and/or to make a further visit to Customer's Premises to make the repair. HONEYWELL will use reasonable endeavours to make such repair in accordance with the time scales specified in the Level of Service or, if none is specified, as soon as reasonably practicable during HONEYWELL's normal business hours.

3. If Customer experiences a defect in or malfunction of any Equipment in respect of which HONEYWELL is to provide the services, Customer shall notify HONEYWELL by telephone, email, or fax. If Customer notifies HONEYWELL by telephone, Customer shall confirm the notification in writing or by fax immediately to the office of HONEYWELL. If Customer makes such notification outside of HONEYWELL's normal business hours, unless otherwise specified in the Level of Service, the notification shall be deemed to have been made at the beginning of normal business hours on the next business day. HONEYWELL will use its reasonable endeavours to repair and restore the Equipment in accordance with the time scales specified in the Level of Service or, if none are so specified, as soon as reasonably practicable during HONEYWELL's normal working hours.

4. If the Equipment is connected to lines or apparatus in respect of which HONEYWELL does not provide the services, Customer shall not notify HONEYWELL of a defect or malfunction in the Equipment until it has confirmed that such defect or malfunction does not originate in the said lines or apparatus.

5. Unless otherwise specified in the Service Level, the services include provision by HONEYWELL of a single copy of a service report and calibration report.

6. HONEYWELL shall use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer's Premises which are brought to the attention of HONEYWELL and such representatives.

7. Customer shall notify HONEYWELL if any of the Equipment or Customer's Premises are changed, and HONEYWELL shall be entitled to vary the Service Charge with effect from the date of variation. HONEYWELL shall not be obliged to agree any such variation, and if it does not agree, HONEYWELL may terminate provision of the services in respect of the relevant Equipment or Customer's Premises with immediate effect.

8. HONEYWELL will not make any alterations, additions or changes to Equipment at Customer's Premises unless Customer has accepted in writing a quotation from HONEYWELL.

9. HONEYWELL shall notify Customer if it is aware that any modifications or additions to the Service or Equipment are required by the police, fire or other authority, and shall provide to Customer a quotation for the cost of providing such modifications or additions. HONEYWELL shall provide such modifications or additions if Customer accepts the quotation in writing and Customer shall be responsible for paying the quoted costs of such modifications or additions.

10. The services do not include (a) renewal, replacement or changing of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any line wiring unless specified in the Level of Service or otherwise paid for by the Customer, or (b) maintenance of equipment or material to which the Equipment may be connected.

11. HONEYWELL shall have no obligation to provide the services if: (a) Customer has interfered with the Equipment, or (b) Customer has not maintained the Equipment in accordance with the manufacturer's recommendations, or (c) in HONEYWELL's reasonable opinion, the Equipment is obsolete and incapable of service and support on a reasonably economic basis (including without limitation spare parts for the Equipment remaining readily available at a reasonable price). If any of the preceding events applies, HONEYWELL will provide a quotation either to provide services in respect of the relevant Equipment or to replace the relevant Equipment or to bring the relevant Equipment up to standard, and may terminate its obligation to provide the Services in respect of such Equipment without further obligation to Customer unless Customer accepts such quotation in writing.

12. HONEYWELL shall have no obligation to provide the services if Customer fails to obtain and retain any necessary licences, way-leaves or permissions, necessary to provide the Services or to retain the Equipment in its location.

13. If Customer discovers that any parts or materials supplied by HONEYWELL in the course of providing the Services, fails to comply with its specification within a period of 12 months from delivery, HONEYWELL's sole responsibility shall be to repair, or at HONEYWELL's option, replace any such defective parts or materials without charge to Customer provided that (a) Customer has used and operated the relevant part or material in accordance with section 30 and (b) if the relevant part or material was not manufactured by HONEYWELL, HONEYWELL's liability under this section shall be limited to passing on to Customer, to the extent it is able to do so, the benefit of any manufacturer's warranty received by it.

14. HONEYWELL shall provide the Services with reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL's sole liability (save for liability arising from death or personal injury caused by negligence) shall be (a) to re-perform the relevant Services without charge to Customer (b) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents. 15. Customer shall notify HONEYWELL with full written details as soon as reasonably practicable, and in any event within 30 days, after becoming aware of any failure to which sections 20 or 21 refer. Customer shall allow HONEYWELL and its representatives every facility to investigate the reported failure.

16. HONEYWELL excludes to the maximum extent permissible by applicable law all conditions, warranties and representations, whether express or implied, statutory, customary or otherwise.

17. Customer shall (i) at all times keep the Equipment in the environmental conditions, and use, operate and care for the Equipment, as recommended by the manufacturer of the Equipment or as may from time to time be advised in writing by HONEYWELL ; (ii) not move the Equipment from Customer's Premises without obtaining the prior written consent of HONEYWELL ; (iii) not without the written consent of HONEYWELL, allow any person other than HONEYWELL to adjust, maintain, repair, replace or remove any part of the Equipment.

18. Customer is responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the Services and make available free of charge to Seller all necessary ladders or scaffolding or other items required for access to the Equipment provided that where HONEYWELL agrees to do or provide any such work or items itself, Customer shall pay HONEYWELL 's reasonable charges in respect of that work or those items.

19. Customer shall ensure that HONEYWELL and its authorised representatives have full and free access to the Equipment and to any records of its use, application, location and environment, kept by Customer to enable HONEYWELL to perform its duties.

20. Customer shall take all steps as may be necessary to ensure the safety of any of HONEYWELL personnel who visit any premises of Customer. Cancellation of any service or parts contract or order requires written notification to Seller's Service Department at least ninety (90) days prior to the effective cancellation date. Any service contract or order cancelled will incur a charge equal to 30% of the contract total. Any parts contract cancelled will incur a charge equal to 15% of the contract total. All prepaid service contracts are non-refundable

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