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| **TERMS AND CONDITIONS** | | |
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| **1.DEFINITIONS**  **"Equipment":**Hardware provided by Honeywell as described in the Order.  **"Licensed Software":** All Software described in the Order, including all related updates, changes or revisions provided under the Order.  **"Licensed Use":**A particular use as described in the Order, for which the Buyer is authorized to use the Licensed Software.  **"Order":**A purchase order, work order or other written agreement or contract, including the Order documents defined therein, entered into between Honeywell's customer (hereinafter called "Buyer", whether a buyer, consignee, lessee or licensee) and accepted in writing by an authorized Honeywell 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 Licensed and Unlicensed Software.  **"Unlicensed Software":**Software which may be included on the storage media containing Licensed Software that the Buyer is not authorized to use under the Order.  **"Work":**The labor, goods, materials and services, as defined in the Order, to be provided by Honeywell.  **2.PROPOSAL ACCEPTANCE AND TERMS**  Unless otherwise specified in writing, all Honeywell proposals are valid and may be accepted by Buyer for a period of 60 days from the date of issuance. Acceptance of the proposal after this 60-day period will not create an Order unless accepted by Honeywell in writing. All Honeywell proposals, Orders, sales and licenses are conditional upon Buyer's acceptance of these terms and conditions, notwithstanding receipt or acknowledgment of the Order, specifications containing additional or different terms, or conflicting oral representations by any agent or employee of Honeywell. The Order and all sales and licenses by Honeywell under the Order are governed exclusively by these terms and conditions. Unless otherwise expressly noted in the Order, the provisions of the applicable Honeywell proposal shall take precedence over any conflicting provisions in any other document made part of the Order.  **3.ORDERS**  All purchases hereunder are governed solely by the terms and conditions of this Agreement and all preprinted terms and conditions contained on purchase orders or acknowledgments are excluded.  **4.DELIVERY TERMS AND RISK OF LOSS**  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.  **5.TERMS OF PAYMENT**  Payment is due 30 calendar days from the date of invoice. Partial shipments will be invoiced as they are shipped. Payments must be made in U.S. currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Buyer may be invoiced a service fee 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. Disputes as to invoices are deemed waived 15 days following the invoice date. Any disputes must be provided to Honeywell as soon as possible (in no event later than 15 days following the invoice date) and must be accompanied by detailed supporting information. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date. Honeywell reserves the right to correct any inaccurate invoices. If Buyer is delinquent in payment to Honeywell, Honeywell may at its option (a) withhold performance until all delinquent amounts and service or late fees, if any, are paid; (b) repossess goods or software for which payment has not been made; (c) charge late fees on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys’ fees; (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge provides a reasonable compensation to Honeywell for the uncertain damages that Honeywell will incur as the result of Buyer’s late payment. In the event that an invoice (i) has not been timely and in good faith disputed by Buyer, and (ii) has not been timely paid by Buyer in accordance with this section, the purchases to which such invoice relates shall be deemed disqualified from any benefits under any program that Honeywell may make available from time to time. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Buyer’s credit standing at any time and modify or withdraw credit. If payment is not made timely or Honeywell reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Honeywell may to Buyer 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. This section will survive expiration or termination of the business relationship.  **6.TAXES**  Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges. Buyer is responsible for all such taxes, duties and charges resulting from this Agreement or as a result of Honeywell's performance hereunder, whether now or hereafter imposed, levied, collected, withheld, or assessed. If Honeywell is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Buyer for such taxes, duties, and charges unless at the time of order placement Buyer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges. If any taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (i) the amount will be increased so that the amount Honeywell receives net of the taxes withheld equals the amount Honeywell 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 Honeywell 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 Honeywell within 60 days of payment. In no event will Honeywell be liable for taxes paid or payable by Buyer. This clause will survive expiration or any termination of this Agreement.  **7.PACKING**  If, as part of the Order, Honeywell is responsible for packing any items for shipment, Honeywell will pack such items in accordance with Honeywell's general packing instructions, suitable for air-ride vans only  **8.DELAYS**   * 1. **Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any cause beyond the non-performing party's reasonable control. If the inability to perform continues for longer than 90 days, either party may terminate this Agreement by providing written notice to the other party and Buyer will pay Honeywell for products delivered and services performed prior to termination. Force majeure events may include but are not limited to: (1) government embargoes, (2) blockades, (3) seizure or freeze of assets, (4) delays or refusals to grant an export license or the suspension or revocation thereof, (5) any other acts of any government that would limit the ability for contract performance, (6) fires, earthquakes, floods, severe weather conditions, (7) any other acts of God, (8) quarantines or regional medical crises, (9) labor strikes or lockouts, (10) riots, strife, insurrection, civil disobedience, 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), (11) shortages or inability to obtain materials or components and (12) inability or refusal by Buyer's directed third party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the goods or services to be provided by Honeywell under this Agreement.   2. **Order Adjustment.** 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.  INSPECTION AND ACCEPTANCE Unless other acceptance criteria has been agreed to by the Parties under this Agreement the Buyer will inspect Equipment within a reasonable period after delivery not to exceed 30 calendar days. Equipment will be presumed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within the same timeframe. Honeywell will have a reasonable opportunity to repair or replace rejected Equipment, at its option. Honeywell assumes shipping costs in an amount not to exceed normal surface shipping charges to Honeywell's designated facility for the return of properly rejected Equipment. Following initial delivery, the party initiating shipment will bear 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.   1. **SOFTWARE LICENSE**    1. **License.** Honeywell grants to Buyer a nonexclusive license touse Licensed Software solely for Buyer's own internal purposes in accordance with the Licensed Use. Buyer shall not reverse compile, disassemble, or otherwise reverse engineer any Software. Honeywell and its third-party suppliers shall retain sole ownership of all intellectual property rights in and to the Software.    2. **Additional Licenses or Use.** Buyer must receive Honeywell's prior written consent and pay additional license fees before using Licensed Software outside the Licensed Use.    3. **Copies and Modifications.** Buyer may make only 2 copies (or the number of copies allowed under applicable law) of the Software in non-printed, machine-readable form, to be used solely for archival or backup purposes ("Archival Copies"). Buyer shall include all copyright and trade secret notices and serial numbers on the Archival Copies, which shall be owned solely by Honeywell or its third-party suppliers. Buyer may not modify the Software except as authorized by Honeywell in writing.    4. **Transfer of Licensed Software.** Buyer may transfer its license to use the Licensed Software to a third-party only if Honeywell gives its prior written consent. If Buyer will not be the end user of the Licensed Software, Honeywell hereby consents to the transfer of the Software to the end user provided Buyer first obtains the end user's written agreement to accept these terms and conditions and thereafter provides Honeywell with a copy of said agreement.    5. **Demonstration Use.**If Software has been provided to Buyer for demonstration or evaluation purposes, Buyer may use such Software for a period of 90 days from the date the Software was delivered to Buyer. After this 90-day period, Buyer agrees to either return the Software to Honeywell or pay the applicable license fee for Buyer's continued use of the Software and to abide by these terms and conditions.    6. **Term and Termination of License.**The license granted herein is effective on the date Honeywell ships or installs the Licensed Software, whichever is earlier. Honeywell may terminate this license if Buyer defaults under the Order for which the license was provided, and does not remedy such default within ten (10) days after receiving written notice thereof from Honeywell, or is in bankruptcy, insolvency, dissolution, or receivership proceedings.Upon termination of this license, Honeywell may repossess the Software and all copies without further notice. Promptly upon termination of this license, Buyer shall immediately cease all use of Licensed Software and return or destroy, as directed by Honeywell, all copies of the Software.   **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 warranties run to the Buyer, its successors, assigns, and customers. This warranty is valid for twelve  (12) months after shipment of the Equipment. Third party Equipment not listed in Honeywell's published price list is warranted in accordance with the published warranty of the supplier to the extent Honeywell has the right to such warranty.  "Nonconformance" means failure to comply with, or failure to operate due to noncompliance with, applicable Honeywell drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.  Buyer must notify Honeywell in writing during the warranty period of a Nonconformance and, within  30 calendar days of discovery of the Nonconformance, return the Equipment to Honeywell's designated facility.  Honeywell's obligation and Buyer's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Equipment Nonconformance. All Equipment repaired or replaced is warranted for the unexpired portion of the original warranty period.  Honeywell assumes round trip shipping costs for nonconforming Equipment in an amount not to exceed normal surface shipping charges to and from Honeywell's nearest warranty repair facility for such Equipment. The party initiating transportation will bear the risk of loss or damage to Equipment in transit. . If Honeywell reasonably determines after analysis of the returned Equipment that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Honeywell's Equipment. Upon Honeywell's request, Buyer will give Honeywell access to these records for substantiating warranty claims.  11.2 **Software.** Licensed Software will materially comply with Honeywell's published user documentation, or with Honeywell's designs or specifications generated specifically for Buyer and agreed to in a writing by the parties ("Specifications"), for three (3) months from the later of the date of shipment to Buyer or installation by Honeywell, but in no event to exceed five (5) months from shipment. If Buyer notifies Honeywell of materially non-complying Licensed Software and provides a description allowing the error to be repeated, Honeywell will, at Honeywell's option, either: (i) provide Buyer with a correction or replacement Licensed Software; or (ii) make instructions available to Buyer to modify the Licensed Software. | Third-party supplier warranties, shall apply to the extent that they are less than the warranties described in this Order. Honeywell warrants that the Licensed Software provided under this Order was scanned for viruses known to Honeywell prior to delivery to carrier or Buyer. Because viruses could be introduced to the Licensed Software after delivery to carrier or Buyer, Honeywell recommends that Buyer regularly scan Licensed Software with updated virus scanning software.   * 1. **Services.**Honeywell warrants Services will be performed in a professional and workmanlike manner and comply with the Statement of Work. This warranty is valid for n/a months after performance of the Services.   Buyer must notify Honeywell in writing during the warranty period of a claim against this warranty and, within 30 calendar days of discovery of the claim, deliver to Honeywell a detailed written report of the basis for the claim.  Honeywell's obligation and Buyer's sole remedy under this warranty is to correct or re-perform the Services, at Honeywell's election. All Services corrected or re-performed will be warranted only for the unexpired portion of the original warranty period.   * 1. **Exclusions** Honeywell will not be liable under this Section 11 ("Warranty") if the Equipment or Software has been exposed or subjected to any:  1. maintenance, repair, installation, handling, packaging, transportation, storage, operation or use which is improper or otherwise not in compliance with Honeywell's instruction; 2. alteration, modification or repair by anyone other than Honeywell or those specifically authorized by Honeywell; 3. accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Buyer; 4. damage caused by failure of any Honeywell-supplied Equipment not under warranty or by any hardware or software not supplied by Honeywell; 5. use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Equipment; or 6. Equipment 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).   11.5 **Limitations.**THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT  * 1. Honeywell will defend any suit against the Buyer to the extent based on a claim that the Equipment or Licensed Software as delivered by Honeywell infringes a valid United States patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from such suit, provided that Buyer notifies Honeywell at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Honeywell's expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell's consent.   2. Honeywell will have no obligation or liability with respect to: (a) Equipment or Licensed Software provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Equipment or Licensed Software used other than for its ordinary purpose; (c) claims of infringement resulting from combining any Equipment or Licensed Software furnished hereunder with any article not furnished by Honeywell; (d) use of other than the latest version of Equipment or Licensed Software released by Honeywell; or (e) any modification of the Equipment or Licensed Software other than a modificationby Honeywell.   3. Further, Buyer agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Buyer as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any suit against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d) or (e) of the preceding paragraph.   4. Because Honeywell has exclusive control of resolving infringement claims hereunder, in no event will Honeywell be liable for Buyer's attorney fees or costs.   5. If a claim is made or if Honeywell believes that a claim is likely, Honeywell may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Equipment or Licensed Software; (ii) replace or modify the Equipment or Licensed Software so that it becomes non-infringing; or (iii) accept return of the infringing Equipment or terminate Buyer's license to use the infringing Licensed Software and grant Buyer a credit for the purchase price or license fee paid for such Equipment or Licensed Software, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Equipment or Licensed Software without being in breach of this Agreement.   6. Any liability of Honeywell under this "Indemnities Against Patent and Copyright Infringement"is subject to the provisions of the "Limitations of Liability" section of this Agreement   7. This "Indemnities Against Patent and Copyright Infringement" section states Honeywell's entire liability and Buyer's sole recourse and exclusive remedy with respect to any claim of infringement. All warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed  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 indemnitor's obligations under this Clause are conditioned on receiving prompt notice of a claim from the indemnitee. The indemnitor will be entitled exclusively to control the defense. At the indemnitor's expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the indemnitor with all relevant information within its possession or control. Because the indemnitor will provide the defense, the indemnitor will not be liable for any attorney fees or costs of indemnitee. The indemnitee may participate in the defense, but in no event will the indemnitor be liable for the indemnitee's attorney fees or costs. The indemnitee may not enter into any settlement, assume any obligation or make any concession without the prior written approval of indemnitor, which may not be unreasonably withheld   1. **LIMITATION OF LIABILITY**   IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL IN NO CASE EXCEED THE LESSER OF THE AMOUNT PAID BY BUYER TO HONEYWELL OR THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE BREACH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE   1. **CONFIDENTIAL INFORMATION**   "Proprietary Information" means: 1) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, maskworks and artwork, that is clearly identified as being confidential, proprietary or a trade secret, 2) business related information including but not limited to pricing, manufacturing, or marketing, 3) the terms and conditions of any proposed or actual agreement between the parties, 4) either party's business policies, or practices, and 5) the information of others that is received by either party under an obligation of confidentiality.  The receiving Party shall hold each item of Proprietary Information so received in confidence and never disclose it except as permitted in this Agreement for a period of ten (10) years from the date of disclosure. The receiving Party shall protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither Party shall be liable for inadvertent disclosure or use, provided that upon discovery of such inadvertent disclosure or use, the receiving Party shall notify the original disclosing Party immediately, and shall endeavor to prevent any further inadvertent disclosure or use.  The receiving Party shall have no duty to protect information that is proven by written records to be:  (a) Developed by the receiving Party independently of the disclosing Party's Proprietary Information; (b) Rightfully obtained without restriction by the receiving Party from a third party; (c) Publicly available other than through the fault or negligence of the receiving Party; (d) Released without restriction by the disclosing Party to anyone; (e) Known to the receiving Party at the time of the disclosure, without an existing duty to protect the information; (f) Disclosed by the receiving Party with prior written approval of the disclosing Party.  The receiving Party may disclose the Proprietary Information only to its employees and contract employees having a "need to know" with respect to the Purpose. The receiving Party shall ensure that each such employee or contract employee is aware of this Agreement and has signed a contract making the employee or contract employee subject to confidentiality obligations no less stringent than those imposed upon the receiving Party under this Agreement. If authorized in writing by the disclosing Party, the receiving Party may disclose Proprietary Information of the disclosing Party to a third party, provided:   1. The receiving Party requires the third party to enter into a proprietary information agreement with terms and conditions no less stringent than those imposed upon the receiving Party under this Agreement; and 2. Such executed agreement is provided to the disclosing Party prior to disclosure of any Proprietary Information.   Proprietary Information shall remain the property of the disclosing Party.  Upon written request of the disclosing Party, the receiving Party agrees to return the disclosed Proprietary Information and all copies thereof to the disclosing Party, or destroy the disclosed Proprietary Information and provide a written certificate of destruction to the disclosing Party.  The terms and conditions of this "Confidential Information"clauseshall survive expiration or termination of this Agreement. DATA COLLECTION, TRANSMISSION, AND USE Certain goods may include a software that may collect information about how, and under what conditions, the goods are used and/or function. Depending on the specific goods, such information may include, without limitation, use of operator inputs such as touch panel, keyboard, buttons, and voice/audio input; power status and management, such as battery level and charge rate; device location; ambient conditions such as lighting levels, temperature, and humidity. Such information which has been collected shall not be connected to any other personally identifiable information of Buyer, and Honeywell shall not provide any of Buyer's personally identifiable information to any third party without Buyer's written permission. The information collected by such software may be used by Honeywell for purposes including, but not limited to, assistance with goods repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, create derivative works, development, and quality control/improvement of such goods. Honeywell owns all of this data and information and has the right to use, share, copy or duplicate the data and information. In the event of Buyer's sale of the goods, Buyer shall notify its customer that Honeywell is collecting such information and will contractually bind its customer to in turn notify their customer that such information may be collected and used by Honeywell as described herein.   1. **COMPLIANCE WITH LAWS**   17.1 Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations.  Honeywell will not be liable to Buyer for any failure to provide goods, services, transfers or technical data as a result of government actions that impact Honeywell'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 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, export, transfer, or re-export laws and regulations.   17.2 Buyer shall not sell, transfer, export or re-export any Honeywell goods, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Honeywell's goods, services or technical data in any facility which engages in activities relating to such weapons or missiles. In addition, Honeywell's goods, services or technical data 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 Honeywell, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to Honeywell and adequate in Honeywell's opinion to protect Honeywell against any type of liability. | CHANGES Buyer may issue a written change order to request changes within the scope of the Agreement. Such requests are subject to acceptance by Honeywell. Honeywell will inform Buyer if the change will cause an increase in Honeywell's costs or time required to perform. The change will become  effective, and Honeywell will commence performance, upon execution of a contract amendment. Unless otherwise agreed in writing, upon performance of the change order Honeywell will be entitled to invoice Buyer for the costs of the change, even if Honeywell agreed to proceed with the change prior to execution of a contract amendment.   1. **DOCUMENTATION**   Unless otherwise expressly noted in an Order, the types and quantities of documentation to be supplied by Honeywell shall be as specified in Honeywell's proposal and all documentation will be written in the English language. If the Order provides for Buyer approval of Honeywell drawings, Honeywell will allow for one revision to each drawing submittal at no added charge, provided the Buyer requested revision does not alter the scope of the Work to be performed. Copies of, or revisions to, Honeywell-supplied documentation beyond the quantities allowed per the above can be furnished for an added charge.  **20.CANCELLATION**  Buyer may terminate an Order in whole or in part at any time, upon 30 days written notice to Honeywell setting forth the portion of the Order affected, and the date on which said termination is to be effective. In the event of any such termination, Buyer will pay Honeywell for all Work performed to the date of cancellation and a reasonable profit, and all reasonable expenses incurred by Honeywell as a result of such termination. Cancellation requests are subject to acceptance by Honeywell   1. **SHIPMENTS**   Shipments 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. Claims for shipping damages should be made to the carriers.   1. **SHIPMENT DELAY:**   If the requested or promised delivery date is delayed through no fault of Honeywell, Honeywell reserves the right to invoice in advance of shipment under regular terms of payment.In addition Honeywell may charge an additional management fee for storage and other logistical requirements associated with managing delayed shipments.  Buyer agrees that Honeywell has the right to charge Buyer an additional administrative fee for partial shipment if Buyer only takes partial delivery of the Products.   1. **WORK AT BUYER'S SITE**    1. **Scope.** Unless specifically agreed to in the Order, Honeywell is not responsible for installation, start-up, commissioning or maintenanceof the equipment    2. **Equipment Operation.** Honeywell personnel are not authorized to perform work on equipment in operation. If, at the request of Buyer, Honeywell personnel make adjustments to the Equipment or Software while such equipment is operating in a live process, Buyer agrees to indemnify and hold Honeywell harmless from any or all costs associated with any injury or death to persons or damage to or loss of property resulting therefrom   **24. NOTICES**  Every Notice between the Parties relating to the performance or administration of this Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All Notices required under this Agreement shall be in writing and shall be deemed received when delivered either:   1. Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or 2. One (1) 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.  SEVERABILITY In the event any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.   1. **WAIVER**   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 waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.   1. **SETOFF**   Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other divisions or units.   1. **APPLICABLE LAW AND DISPUTE RESOLUTION**   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 or relating to this Agreement, or the breach, expi-ration, termination or invalidity thereof (a "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 Center in Singapore for arbitration in English in accordance with its arbitration rules. The arbitration panel will consist of three arbitrators appointed in accordance with the arbitration rules of Singapore International Arbitration Center.  Any award rendered by the arbitration tribunal will be final and binding on the Parties, and the Parties waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. The arbitration tribunal shall also have the authority to award preliminary injunctions and rights to specific performance, but it shall have no authority to award "punitive damages". The Parties' right to file for the awarding or enforcement of a preliminary in-junction with the ordinary courts shall remain unaffected.  The costs of arbitration and the costs of enforcing the arbitration award (including in each case witness expenses and reasonable attorneys' fees and disbursements) shall be borne by the losing party, unless otherwise deter-mined by the arbitration award.  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.   1. **ASSIGNMENT**   Neither Party will assign any rights or obligations under this Agreement without the advance written 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.   1. **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  3: ORDERS   1. PAYMENT TERMS 2. TAXES   8. DELAYS   1. WARRANTIES 2. Indemnity Against Patent and Copyright Infringment 3. INDEMNIFICATION 4. LIMITATION OF LIABILITY 5. CONFIDENTIAL INFORMATION 6. DATA COLLECTION, TRANSMISSION, AND USE 7. COMPLIANCE WITH LAWS   26. APPLICABLE LAW AND FORUM  28. SURVIVAL   1. **ECONOMIC SURCHARGES**   Notwithstanding anything contained in these terms and conditions, Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing orders received from the Buyer under these terms and conditions in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (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) any other circumstances that increase Honeywell’s costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”). Such surcharges will not be considered a “price increase” as contemplated under these terms and conditions and will be effective upon notice to the Buyer.  For the avoidance of doubt, any orders placed by Buyer prior to the effective date which have not been delivered by Honeywell, including those on backlog or which requested delivery is more than twelve (12) months from the date of orders placed by Buyer, are subject to Economic Surcharges.  Honeywell will invoice the Buyer through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in these terms and conditions. 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 these terms and conditions 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 these terms and conditions. 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 these terms and conditions.  **32. SANCTIONS**  Buyer represents, warrants, and agrees that:  (i) Buyer is not a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC  (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.  (ii) Relating to all transactions involving Honeywell under these terms and conditions, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Buyer will not involve any 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 is responsible for screening and ensuring all end users or other third parties are not Sanctioned Persons.  Buyer is responsible for flowing down the obligations of this clause to all end users and/or other third parties, as applicable.  (iii) Buyer will not sell, export, re-export, divert, use, or otherwise transfer, any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Law.  (iv) Buyer’s or any end user’s or other third party’s failure to comply with this provision will be deemed a material breach of these terms and conditions, and Buyer will notify Honeywell immediately if Buyer, any end user, or other third party 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. |

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