8. CANCELLATIONS.
No purchase order may be cancelled by Buyer without the prior express written consent of the Seller which 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. Unless Buyer has been approved for credit terms by Seller, payment for all orders will be made at the time of order placement. In the event Buyer has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the invoice date, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are extended, Seller may change Buyer’s credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any order, including open orders. Seller is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in the purchase order or as otherwise determined by Seller. Seller need not, and may not be accompanied by remittance detail containing a minimum of Buyer’s order number, Seller’s invoice number and payment per invoice. Buyer is to pay any service for in the amount of $500 per invoice 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 Buyer makes any unpaid installment payment and fails to reply to Seller’s request for information within seven (7) calendar days, Seller may set off such unclaimed cash amount against any Buyer past-due invoices at its sole discretion. An unclaimed installment payment shall mean payments(s) received from Buyer without adequate documentation 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. Seller reserves the rights 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, (i) suspend Seller for which payment has not been made, (ii) charge interest on delinquent amounts at a rate of ten (10) percentage points above the base interest rate applied by the European Central Bank to its main refinancing operations or the maximum rate permitted by law if lower, for each full or partial month in which payment is overdue; (iii) recover all costs of collection, including but not limited to reasonable attorneys’ fees; (iv) withhold from Buyer any rebate payments; (v) suspend production, shipment, or delivery; (vi) refuse or withdraw credit terms, including, but not limited to requiring that Buyer provide adequate guarantees, or other security, or terminate any program or other benefits or (f) combine any of the above and/or remedies as may be permitted by applicable law. These remedies are in addition to, and not limiting to, any remedies available at law or in equity. This section will survive the 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.

10. TAXES.
Seller’s price 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 be responsible for any change in 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 for the Products under the Agreement, Buyer will pay to Seller, under the terms and conditions herein, the additional amount equal to the sum of (a) the sales, use, excise, and other similar taxes levied, collected, withheld, or assessed now or later, on any transaction under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later, on the purchase price for the Products under the Agreement, and (b) any taxes required by law which are levied, collected, withheld, or assessed now or later on the purchase price for the Products under the Agreement. If Buyer is required to withhold any amounts on account of Taxes, Buyer will notify Seller of the amount required to be withheld, and will be entitled to adjust price, schedule, and other affected terms.

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 suppliers cause any delay, Buyer 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 suppliers, then Seller may source 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 refusal to grant an export license or the suspension or revocation thereof, (b) embargoes, blockades, 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) epidemics, pandemics, quarantines or regional medical disasters, (e) labor stoppages, strikes, lockouts, civil disobedience, political instability, war, declared or not (or impending threat of any of the foregoing), if such threat reasonably be perceived by Seller to cause injury to people or property, (f) labor stoppages, strikes, lockouts, civil disobedience, political instability, war, declared or not (or impending threat of any of the foregoing), if such threat reasonably be perceived by Seller to cause injury to people or property, and (g) inability or refusal by any party to provide Seller parts, services, manuals, or other information necessary to the Products or services to be provided by Seller under the Agreement. If a force majeure event causes a delay, the date of performance will be extended by the number of days beyond the force majeure event is actually delayed or for any other period for which the parties agree in writing.

14. MANUFACTURING HARDSHIP.
If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of equipment, energy, labor, transportation, raw materials, labor, materials, or components) are beyond what is normally expected to be 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.

8. CANCELLATIONS.
No purchase order may be cancelled by Buyer without the prior express written consent of the Seller which 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.
Buyer fails to purchase or breaches any of its obligations and covenants under this Agreement, and such default/delay continues for more than thirty (30) days after receipt of written notice specifying such failure to perform or breach, (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice specifying such failure to pay, (iii) Buyer attempts to assign this Agreement or any rights hereunder without Seller's prior written consent, (iv) Buyer ceases to conduct its business in the normal course (including the inability to function in the ordinary course of its business), (v) Buyer's assets, or a receiver, is appointed for Buyer's assets, or in 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, (vi) there is a transfer of substantially all of the assets, or a majority interest in the voting stock of Buyer, or the merger or consolidation of Buyer with one or more parties; (vii) dissolution of Buyer or death of an 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 failure by Buyer occurs which is detrimental or harmful to the good name and reputation, 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 the sale or transfer to such distributor or other reseller; or (x) any breach of section 18 or section 18 of this Agreement. 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 section and/or the exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity.

Seller may suspend performance under this Agreement at Buyer’s expense if Seller determines that the performance may cause a safety, security, or health risk.

16. COMPLIANCE WITH APPLICABLE LAW

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, export, distribution, transfer, and re-export), and the acceptance, performance, use, or quality of the Products or any recipient of the Products. Seller shall conduct due diligence and investigations and audits, in its best knowledge, to determine whether a violation of the provisions stated herein has been committed or occurs. 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.

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 to 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, supranational or national sanctions; (iii) prohibitions against or compliance with the bylaws of certain countries covered by US anti-bribery 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 the Transfer. Buyer shall obtain all necessary export and import licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Seller. Unless otherwise mutually agreed in writing, Buyer will not sell, transfer, export or re-export any goods or, software for use in activities involving nuclear fusion or fusion, any use or handling of any nuclear material until Buyer, at no expense to the Seller, has insurance coverage, indemnities, and waivers of liability, recourses and subrogations, acceptable to the Seller and adequate in the Seller’s opinion to protect the Seller against any type of liability. Buyer will retain documentation evidencing compliance with export/import control laws. Buyer will indemnify, 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 is not responsible if Buyer’s designated freight forwarder has no required commodity authorization. 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 AND CODE OF BUSINESS CONDUCT

Buyer understands 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: (a) Buyer is not a person or an entity described in Section 30A of the United States Federal Corrupt Practices Act (as amended, (b) Buyer is not a government, government department, agency, or instrumentality, any government-controlled entity, or public international organization, (c) any political party or party official, (c) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or (d) any person that the Buyer knows or has reason to know that all or a portion of such money or value of such money or value was derived from, offered, given, or paid, directly or indirectly, to any Agent/Person, (e) that neither the Buyer nor any of its shareholders, directors, officers, employees, or agents, to the best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or any other Anti-Corruption Law.

(b) That in the event after execution of this Agreement Buyer becomes, or proposes to become, a Restricted Person, Buyer shall immediately notify in writing Seller and Seller shall have the unilateral right, without provision for any compensation whatsoever, to terminate this Agreement if necessary to ensure compliance with all applicable laws, regulations or policies of the United States. If Buyer intends to do business.

(c) If Buyer intends to do business, it will maintain accurate books and records in accordance with its internal procedures and will, at all times, institute and maintain effective systems of accounting that are designed to promote compliance with the FCPA and other Anti-Corruption Law and with any other anti-corruption laws or rules which may be applicable by virtue of the Buyer’s intention to do business and as advised of such need not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.

(d) If it has not employed or compensated and will not employ or compensate any current or former employees or agents or the government of the Buyer’s employer or partner of Buyer, or Buyer’s employees or agents or the government of the Buyer’s employer.

(e) That Buyer is not, for purposes of the FCPA, any other Anti-Corruption Law, the Code of Conduct or Seller’s policies.

(f) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall 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, the Code of Conduct or Seller’s policies, 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, damages, losses, fees, penalties, or costs, including attorneys' fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or any 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.

If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell’s (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department and/or the first compliance officer for the applicable laws and regulations applicable by virtue of the Agreement. Buyer agrees to cooperate fully in any Seller investigation to determine whether a violation of the provisions stated herein has occurred. Buyer agrees to provide all the information and, if needed, records considered necessary by Seller. Buyer agrees that Seller may disclose information relating to probable violation of these anticorruption provisions to relevant government agencies.

If Buyer subcontracts any of the services to a subcontractor, subagent, or any other third party, Buyer will notify, in writing, the subcontractors of these anticorruption provisions and obtain a written certification of compliance. Where a written agreement exists between Buyer and the subcontractor, Buyer will include similar anticorruption representations as material terms of that agreement. Failure by the Buyer, or its subcontractors (if allowed under this Agreement) to so comply with these anticorruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

Distributor must successfully complete the online anti-corruption training module within 30 days from the date the course is assigned by Honeywell, or alternatively furnish a valid TRACe certificate to confirm its completion of a similar anti-corruption course provided by TRACe.

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 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 shared 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 agrees to notify all resellers to notify its 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 or personal data exchanged under this Agreement 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) information generally known at the time of disclosure or becomes generally known from public, business, or other sources not attributable to the recipient, (b) known to recipient at the time of disclosure through no fault of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) subsequently 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
21. WARRANTY TERMS

sold under this section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller (hereinafter excluding software or software components, Seller warrants that, for a period of twelve (12) months from the time of shipment to Seller, Seller shall, at its expense, (1) in Seller’s sole discretion, (i) correct any defect due to faulty workmanship or materials, (ii) replace the Product, and (ii) ship such Product to its original location. Seller’s obligation hereunder shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction 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; any act of God, accident, fire or other hazard; Repair or replacement of a Product (or any part thereof) due to a recall or issue in the Warranty Period for such Product will be made by Seller from time to time commencing on the date such Product is shipped from Honeywell’s facility (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 the quality and performance of the Products sold hereunder, and the selection of the Software, software components, and software other than software provided by Seller as described in the preceding paragraph, is with the Buyer. Seller makes no warranties implied or actual regarding any of its software or software components or of 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 Buyer. The warranties do not apply if, in the sole opinion of Seller, the Product has been damaged or rendered defective due to faulty workmanship or materials, or improper use, or through accident, alteration, modification, contamination, improper shipping or handling. This warranty is void if the Product has not been tampered with or service 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 set forth in section 21 are set forth and are limited by this section 21 and the “Limitation of Liability” provision of the Agreement (section 25).

22. TECHNICAL ADVICE

acceptance of 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 applications).

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT

seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer’s acts, omissions, or omissions of Buyer’s agents, contractor, independent contractors, or subcontractor, (e) Seller’s negligent or deliberate acts or failures, (f) any act or omission of Buyer’s customers, employees, or agents, (g) damages resulting from infringement, and (h) any act or omission of Buyer’s licensees. Seller will have no liability for any damages, losses, or expenses incurred by Buyer for infringement of any intellectual property rights, including but not limited to the use of software, hardware, or other products or systems, whether or not such use is authorized or permitted by Seller.

24. MISCELLANEOUS PROVISIONS

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.

25. MISCELLANEOUS PROVISIONS

21. WARRANTY TERMS

22. TECHNICAL ADVICE

Laws, regulations, and standards. Buyer further agrees that Buyer will use best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide reasonable access to 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.

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breach of the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

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 INDENMIFICATION 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 HEREAFTER, AND BUYER 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, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), 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.

If, for reasons other than a “force majeure” event, Seller should default or delay or not deliver Products, Buyer’s sole remedy against Honeywell is an option to cancel Buyer’s purchase order, through prior written notice to Honeywell.

26. SOFTWARE LICENSE.

Licensed Software means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties. License. Subject to Buyer’s compliance with the terms of this Agreement, Seller grants to Buyer and Buyer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product in which it is installed or with which it is intended to be used under this license.

(a) Ownership. (Seller and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Seller, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material.

(b) Transfer of Licensed Software. Buyer may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Buyer’s sale of any Seller or Buyer product on which the Licensed Software is installed or with which it is used. Buyer is to retain no copies. Buyer’s transfer of the Licensed Software as authorized herein must be in full compliance with, and no less stringent than, the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior express written consent.

(c) Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made. (d) Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to, translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivatives, works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software.

(e) Negation of Other Licenses. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights and/or ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Seller or its affiliates, suppliers, licensors or other division or units. The contractual relationship between Seller and Buyer only allows the Buyer the right to use the Products, and no rights to either modify or reproduce.

28. 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 or set forth in the Purchase Orders. 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 verificaiton of receipt from the receiving party or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice.

29. 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.

30. 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 of the terms of this Agreement. A waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

31. APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of the country 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 the country in which the Honeywell selling entity is registered.

32. 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.

33. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party as the partner, joint venturer, employee, agent, or representative of the other party or to create an understanding that they are partners, joint venturers, employees, agents or representatives of each other, nor shall it be deemed to create a joint venture or agency relationship between the parties.

34. HEADINGS AND SECTIONS. The 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.

35. 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 1,000,000 EUR per occurrence and 2,000,000 EUR in the aggregate for bodily injury and property damages. Buyer will 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.

36. 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.

37. 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.