1. PURCHASE ORDERS

Purchase Orders shall be in writing, non-cancelable except as expressly set forth herein, including any revised and follow-up 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, or different terms set forth in this Agreement or any 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 herein contained 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 writing, prices are CIF (Incoterms 2010) and the Buyer is responsible for the freight to pay the transportation, 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.

Prices are subject to increase at any time with respect to all or any part of the Products due to unavoidable obsolescence. All orders for which delivery has been rescheduled are subject to being cancelled and re-priced at current market levels. Seller reserves the right to charge the increased price on the excess orders. If Buyer requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the terms in this Agreement. Any Economic Surcharges, as defined in Section 10.4. of the Agreement, will be invoiced to Buyer.

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 Seller’s pricing excluding all taxes. Seller will be entitled to accept or reject any order 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 CIF (Incoterms 2010) Seller’s designated facility, 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 by the parties. Seller has a reasonable opportunity to repair or replace rejected products. If Seller fails to do so, Buyer will have the right to return the Products at Seller’s costs in an amount not to exceed the purchase price of the Products. Seller’s sole responsibility for the return of properly rejected Products. Following initial delivery, the initial party shipping shall 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.

5. ACKNOWLEDGMENTS

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 of time after receipt of the Products at Seller’s sole designated facility. Seller, “we,” “us,” or “our” are the purchasers of our Products. Certain country, line item, or total purchase order 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 specifically reference these Terms and Conditions (collectively," the "Agreement") supersede 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 amended, supplemented, modified, or waived except in writing and signed by the authorized representatives 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 Buyer and Seller (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.

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 specialty manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT

Payment for the sale of 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 number, the date of payment, the invoice number, the number of items, and the amount. Seller reserves the right to charge Buyer for the 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 made in accordance with the "Remit To" field on each invoice. If Buyer does not pay any unpaid payment and fails to reply to Honeywell’s request for information on allocation within seven (7) calendar days, Honeywell may set off such unpaid cash amount against any Company past due invoice(s) at its sole discretion. An unapplied payment shall mean payments 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 fails to deliver the Agreement, then in addition to the Service Fee, Seller will invoice Buyer for any 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, whichever is less; (c) recover 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, delivery, modify or withdraw credit terms, including, but not limited to requiring advance payment or guarantee of payment before delivery or shipment of any Products; (g) sell, assign, or otherwise dispose of any Products in Buyer’s possession; and (h) require Buyer to pay any additional and all other remedies available at law in equity. This section will survive expiration or 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 the interest rate prevailing at the time of payment. In case of late 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 Service Fee, Seller will invoice Buyer for any 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, whichever is less; (c) recover 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, delivery, modify or withdraw credit terms, including, but not limited to requiring advance payment or guarantee of payment before delivery or shipment of any Products; (g) sell, assign, or otherwise dispose of any Products in Buyer’s possession; and (h) require Buyer to pay any additional and all other remedies available at law in equity. This section will survive expiration or 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.

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 decision 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 causes beyond its reasonable control, including, without limitation, acts of God, such as fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit the performing party is performing its obligations under this Agreement; (c) political or civil disruption, law, custom, regulation, transportation, raw material, feedstocks, transportation 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 thereof), (h) quarantines or regional medical crises, calculated by considering the number of days between 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€.

14. MANUFACTURING HARMFULNESS

If for any reason Seller’s production or purchase costs for the Product (including without limitation of costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than five %
over Seller's property or to 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 (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on (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 under this Agreement or any of its agreements with or to its customers under the Agreement. Without Buyer to the contrary, Buyer is responsible for the recycling and disposal of the Product. The warranties do not apply if, in the Buyer's possession, caused by Buyer's failure to properly and at reasonable costs, including attorneys' fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, and the Code of 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, United Nations (UN) and other international or national laws or regulations that apply to the Products, software and software components, including all documentation and standard provided to Buyers, Seller will provide it at Buyer's costs. Buyer shall export on Buyer's behalf, or will engage a freight forwarder for export shipments, then Buyer's freight forwarder to comply with Export/Import Control Laws. Seller will provide Buyer's designated freight forwarding 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. In addition, the Products are not expected to be used 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.

Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct").

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 equipment to be used by Buyer in connection with the Agreement. Without Buyer's prior written consent, Buyer is responsible for the recycling and disposal of goods as required by WEE/E废弃 Directive 2012/19/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 shall not, directly or indirectly, use the Products in connection with activities relating to nuclear weapons, nor를 or missiles, nor use the Products or Software in any activity involving any nuclear or dual-use technology. 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.

Buyer warrants that neither it nor any of its 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 Buyer in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time, it learns of any actual or threatened suspension or debarment of Buyer or any of its shareholders, directors, officers, agents, employees, 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.

Buyer understands 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 Buyer may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or in connection with this Agreement.

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 the recipient at the time of disclosure through no wrongful acts of the recipient, (c) independently derived by recipient, (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 is obligated not to disclose such information to any third party, except to the extent that the recipient is required to disclose such information to its employees, officers, agents, contractors. Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers that such information may be collected and used by Seller as described above.

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 the recipient at the time of disclosure through no wrongful acts of the recipient, (c) independently derived by recipient, (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 is obligated not to disclose such information to any third party, except to the extent that the recipient is required to disclose such information to its employees, officers, agents, contractors. Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers that such information may be collected and used by Seller as described above.

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Sellers 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 the recipient at the time of disclosure through no wrongful acts of the recipient, (c) independently derived by recipient, (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 is obligated not to disclose such information to any third party, except to the extent that the recipient is required to disclose such information to its employees, officers, agents, contractors. Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers that such information may be collected and used by Seller as described above.

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 the recipient at the time of disclosure through no wrongful acts of the recipient, (c) independently derived by recipient, (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 is obligated not to disclose such information to any third party, except to the extent that the recipient is required to disclose such information to its employees, officers, agents, contractors. Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers that such information may be collected and used by Seller as described above.
(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 materials, then such Product shall be returned to Seller, a being agreed that Seller shall have the sole right and discretion to determine whether Buyer's claim shall be honored. If Buyer returns 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 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 (i) any component of such Product is defective due to faulty workmanship or materials; (ii) such Product has been returned to Seller in accordance with this section; (iii) such Product is not subject to or has been modified by any operation or use; or any misuse or neglect; (iv) 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 of the repaired or replaced Product, but extends the remainder of the original warranty period during which the Product is 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 the services are performed. Seller's obligation and Buyer's sole remedy under this warranty is to correct any nonconforming service. Buyer expressly agrees to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, for purposes of the Uniform Commercial Code or otherwise. The Seller has been advised of the possibility of such damages and 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 lost profits, lost revenues, loss or corruption of data, or loss of use.

(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), THAT ARE NOT MANUFACTURED OR SUPPLIED BY SELLER, THAT ARE COVERED BY A THIRD PARTY WARRANTY OR LICENSED FROM A THIRD PARTY, OR THAT HAVE BEEN ALTERED, MODIFIED, OR CUSTOMIZED BY ANY PARTY OTHER THAN 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 LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT. SELLER MAKES NO WARRANTIES AS TO THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.
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 SCHEDULE). Before the parties initiate any dispute under this Agreement, each party shall give the other party at least sixty (60) days prior written notice concerning the dispute. If a dispute is not satisfactorily resolved in writing within that period, then the dispute shall be submitted to a mediation or resolution conference to be held within 30 days of receipt of the other party’s written request. The conference must be attended 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 at the mediation or resolution 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 carriers (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. In the event either party assigns any part of its obligations hereunder, in whole or in part, or transfers or assigns or transfers any or all of the assets of the Product line or business to which it assigns. 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 of Seller as part of any restructuring or anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. The sole and exclusive right 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 the completion or termination of the Agreement will remain in force.

37. WARRANTIES. 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,” “Sanction 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 economic 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 will not permit any subcontractor to do so. 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 Section. In the event 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, however, 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 supply to Seller to be an authorized 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:

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. Buyer shall use the Trademarks only as expressly authorized to sell and only in the territory in which Buyer is authorized to sell the ("Trademarks"). The Trademarks shall 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 right to use the Trademarks shall terminate immediately upon completion of the Agreement and the Buyer shall not be obliged to agree any such variation, and if it does not agree, HONEYWELL, may terminate the provision of the services in respect of the relevant Equipment or Customer’s Premises with immediate effect.

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 Material Authorization (RMA) number. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. All returned items shall be at the Seller’s sole expense and risk.

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. 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 work at the Customer’s premises according to the time scales specified in the Level of Service. If that is not reasonably practicable, HONEYWELL will give Customer notice to the effect that the work cannot be carried out at the Customer’s premises during the same time as the original inspection. If that is not reasonably practicable, HONEYWELL will give Customer notice to the effect that the work cannot be carried out at the Customer’s premises during the same time as the original inspection.

3. HONEYWELL undertakes 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 business hours, or 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.

4. HONEYWELL will use reasonable endeavours to repair and restore the Equipment in accordance with the Equipment’s manufacturer’s instructions and, where applicable, with the time scales specified in the Level of Service or, if none are specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

5. For HONEYWELL to effect a repair or a replacement of an item of Equipment, which cannot be adequately repaired or are placed in HONEYWELL’s normal working hours. 3.

6. If the Equipment is connected to lines or apparatus in respect of which HONEYWELL does not provide the services, the Equipment owner shall be responsible for the removal of any connections or apparatus which may obstruct access to the Equipment or pose a hazard to the service person.

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

Minimum order value (MOV) and low order value administration fee (LOVAF)

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<thead>
<tr>
<th>MOV</th>
<th>LOVAF</th>
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<tbody>
<tr>
<td>Euro</td>
<td></td>
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<tr>
<td>£500</td>
<td>£52</td>
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<tr>
<td>USD</td>
<td></td>
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<tr>
<td>$800</td>
<td>$81</td>
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Minimum order value (MOV) and low order value administration fee (LOVAF)
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 remains 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 be advised in writing by HONEYWELL; (ii) not move the Equipment from Customer’s Premises without the written consent of Customer unless Customer has obtained 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.

16. HONEYWELL shall have no obligation to provide 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 remains 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.

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.