VERSION EFFECTIVE AS FROM 1ST May 2022

TERMS & CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") are effective 1st May 2022 and supersede all previous publications covering ("Honeywell"). Seller, "we", "us", "our" herein, and shall differ based upon the entity to which you have issued your purchase order) products or services (hereinafter referred to as "Products"). References to "Buyer", "you", or "your" are to the purchasers of our Products. Certain country, line of business and product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Schedules A and B attached 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 all separate agreements entered into between us and you that specifically reference these Terms and Conditions (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of either party. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

1. PURCHASE ORDERS.

Purchase orders are non-cancellable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement; (b) order number; (c) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation.

Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, or different terms or conditions in Buyer’s purchase order or any other instrument, agreement, or understanding are hereby rejected and are deemed to be material alterations and are rejected and not binding upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions contained herein in their entirety. Buyer’s acceptance of delivery from Seller constitutes Buyer’s acceptance of these Terms and Conditions in their entirety.

Unless otherwise agreed by Seller, all Purchase Orders must be placed through Honeywell Partner e-commerce (https://order.honeywellfire.com) or any authorized website advised by Seller in writing. If Buyer is allowed by Seller, in its sole discretion, to place manual Purchase Orders, a charge of USD 35 (or EUR equivalent) may be assessed to any manually placed Purchase Order.

2. PRICING.

Unless stated otherwise in the Seller’s order confirmation, prices are CIP (Incoterms 2010) and the Buyer is additionally liable to pay the transport, packaging and insurance value of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable.

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 (i) Seller’s right to accept or reject such request in its sole discretion, and (ii) any price or scheduling modification that may be required by the change request, determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to Products passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay for all claims incurred by Seller in connection with the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 30 days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, Seller will have delivered all items for which Buyer has accepted or paid for. Buyer may not return any Products for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions. Title to Products passes to Buyer upon full payment.

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

5. 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 after delivery not to exceed thirty (30) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are manually agreed to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller’s designated facility for the return of property rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller is not reasonably determined to be the Manufacturer, Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCT CHANGES.

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller, at its sole discretion, may 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 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 date of the invoice, unless a shorter time period is specified in a writing signed by Seller. If Buyer fails to make payment within the time period specified herein, Buyer will be determined in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, 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 reason that does not require to provide a hard copy of the 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 data containing at a minimum the Buyer’s order number, Seller’s invoice number and amount paid per invoice. Buyer agrees to pay a service fee in the amount of $50 for each order that is not paid or the remittance information is not as described above. An unpaid amount shall mean payment(s) received from Buyer without adequate remittance data 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 days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in payment obligation to Seller, Seller may accelerate the entire balance due and Seller may, in its sole discretion, notify Buyer in writing that rejection was not based on a breach of the provisions of the Agreement.

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 pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed or not, and whether assessed by local, provincial, federal, or any other entity or authority. Buyer is responsible for and fully liable for all Taxes resulting from the Agreement or Seller’s performance under the Agreement as may be required under applicable laws or regulations. Seller is entitled to withhold from amounts paid to Buyer any Taxes which are required to be withheld. Buyer shall provide Seller with all necessary information or other documentation necessary to verify exemption from the Taxes, including, but not limited to, a direct, indirect, or successor transfer of the rights to receive the benefitted tax refunds. If any Taxes are required to be withheld from amounts paid to Buyer, Seller will determine in its sole discretion the applicable tax withhold, or assess any Taxes on any transaction under the Agreement, in addition to the purchase price. Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller with a valid certificate of exemption or other documentation to verify exemption from the Taxes, including, but not limited to, a direct, indirect, or successor transfer of the rights to receive the benefitted tax refunds. If Buyer is entitled to withhold the required amount of Taxes and pay such Taxes on behalf of Seller to a taxing authority in accordance with applicable law, and Buyer will forward proof of such withholding sufficient to establish the withholding amount and record to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable by Buyer.

This section will survive expiration or termination of the Agreement.

11. PACKING.

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

12. BUYER CAUSED DELAY.

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

13. FORCE MAJURE.

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

14. MANUFACTURING HANDSHARP.

If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than five percent (“5%”) in the event based 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 re-visited Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days written notice to Buyer.
15. TERMINATION/SUSPENSION.

Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform any of its obligations or covenants hereunder; (ii) Buyer terminates this Agreement for any reason other than non-performance of Seller; (iii) Buyer attempts to assign this Agreement or any rights hereunder without Seller’s prior written consent; (iv) Buyer ceases to function as a going concern; or ceases to conduct its operations in the normal course of business; (v) Buyer is declared bankrupt, insolvent, or acts in bankruptcy; (vi) Buyer makes an assignment for the benefit of creditors; (vii) there is a transfer of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger, consolidation of Buyer with one or more parties; (viii) dissolution of Buyer or death of any principal owner of Buyer; (ix) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted of a felony or convicts or tolerates any other acts of any officer of any other business practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (x) if the Buyer is a distributor or other reseller, the Buyer sells or transfers for sale or resale or has, or is deemed to have, transferred, in the opinion of the Administrator of the Agreement, Without limiting the foregoing, Buyer is responsible for the recycling and disposal of Products as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in activities which involve the design, development, production, use or stockpiling of nuclear technology, know how or specialized technical information to countries where the transfer, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred.

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, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the use thereof and other acts used by Buyer in the performance of the obligations of this Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of Products as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in activities which involve the design, development, production, use or stockpiling of nuclear technology, know how or specialized technical information to countries where the transfer, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred.

17. EXPORT AND IMPORT COMPLIANCE.

Buyer will comply at all times with all United States (US), United Nations (UN) and other national or international laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating exports of nuclear technology, know how or specialized technical information to countries which are embargoed by the United States or other applicable UN, international or national sanctions; (iii) prohibition against complying with the boycott of certain countries covered by US anti-boycott laws; (iv) (a) non-transfer, re-export or re-export of Goods or Software for use in activities which involve the design, development, production, use or stockpiling of nuclear technology, know how or specialized technical information to countries where the transfer, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred, or technical data as a result of the transaction may not be lawfully exported or transferred.

18. ANTI-CORRUPTION LAWS AND CODE OF BUSINESS CONDUCT.

Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct (the “Code of Conduct”) which is available at: www.honeywell.com/us/en-us/legal/policies-and-guidelines/corporate-guidelines/honeywell-code-of-business-conduct and acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the “FCPA”) and all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Law”) Without limiting the foregoing. Buyer hereby certifies: (a) That it will not for the purposes of securing an unfair business advantage, directly or indirectly, offer, solicit, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to; (ii) Any “restricted Person” as defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government department, agency, or instrumentality, any government - controlled entity, or public international organization; (B) any political party or party official; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employees, or agent of any governmental; (iii) Any person that Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person. (b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents, to its 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 other Anti-Corruption Law. (c) 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 modify or terminate this Agreement if necessary to ensure compliance with all applicable laws, regulations or policies of the United States and with the terms of this Agreement. Buyer agrees that: (d) That it will maintain accurate books and records in accordance with their internal procedures along with supporting documentation. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer’s compliance with the FCPA and other Anti-Corruption laws and regulations, and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in such an audit. (e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

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 operators; data about the status and management of such as battery levels; device location; ambient conditions such as temperature, pressure, and humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, to assist Buyer in monitoring the functionality, and to optimize customer usage, development, and quality control/optimization of such Products. Buyer acknowledges that personal data collected by the device may be stored with third parties and shared with Honeywell affiliates located outside of European Union, as in USA, India or Mexico. No end-user identifiable data will be provided to any third party. Buyer will notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONALDATA.

The parties may exchange confidential information during the performance or fulfillment of the Agreement and the confidentiality 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 to 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 act of recipient; (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, trade secrets, and other intellectual property rights, and shall be entitled to use and disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors. Seller ("Data Processor") will process personal data of the Buyer ("Data Controller") and its customers ("end user") for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end user or the data protection authority related to data processing by the Seller will be responded promptly by Seller. Buyer requires additional documents and standard provisions to be provided. Seller will provide all at Buyer’s cost. Seller will move the buyer on handling data access rights to Seller. Seller will ensure these are being handled properly and at Seller costs. Buyer has the right to audit Seller’s compliance with its privacy policies and cyber security. Buyer can do so at any time only (i) after at least 30 days prior notice; (ii) occur during normal working hours and (iii) shall not interfere with regular course of business. Any costs related to the audit will be born only by the Buyer. Upon termination of this Agreement, Seller shall erase or anonymize the personal data of the Buyer or the end user, at its discretion.
21. WARRANTY TERMS.

Subject to the provisions of this section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for a period of twelve (12) months from the time of shipment by Seller or a period of time that is published for a Product 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 warranted to be compatible with any specific third-party hardware or software other than as expressly specified by Seller. Buyer is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Seller. Buyer understands and waives any and all rights to implement any proprietary software or make any modifications to the software necessary to ensure compatibility with the Product and may be required to implement such software applications or make such modifications. Seller shall not be responsible for any damages to the Product or any software component thereof, which result from any failure of electrical service, lightning, accident, misuse, neglect, or improper storage or handling. In the event of any such damage, loss, or destruction, Buyer is responsible for restoring such damaged equipment and Seller shall not be liable for such damage, loss, or destruction.

In order for this limited warranty to be effective, you must notify us within 90 days of the date services are performed. Seller’s obligation and Buyer’s sole remedy with respect to this warranty is, at Seller’s option, to repair or replace any Product that does not conform to the terms and conditions of the limited warranty. Without limitation of the foregoing, the following additional provisions apply: (a) any software component shall be repaired or replaced in accordance with the latest version of the Product if the Product is software or, if not, of software provided with the Product. Seller’s obligations hereunder shall not apply to any Product sold by Seller hereunder (excluding software or software components) which have been repaired or replaced during the Warranty Period and are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an “as-is” basis only.

22. TECHNICAL ADVICE. Any recommendations or advice provided by Seller concerning the use, design, application, or operation of the Products shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Seller. It is the Buyer’s sole responsibility to determine the suitability of the Products for use in Buyer’s application. Subject to Seller by making recommendations or provision of assistance shall not give rise to any liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT. Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States or European Patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is approximately to pay any suit the party claiming infringement provides any and all materials related to the claim it receives from Seller, and agrees to go sole and complete authority, information, and assistance (at Seller’s expense) for the defense and disposition of the claim using counsel of Seller’s choice. Seller will not be responsible for any damages caused by any asserted non-infringement of a claim for which Seller is responsible. In the event that Seller settles or resolves claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer shall not incur any expenses on Seller’s behalf without its prior, written consent, and Seller shall not be liable for damages, fees, or costs incurred by Buyer for any settlement without Seller’s prior, written consent thereto.

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 OF ACTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, EXCEPT IN CASE OF BAD FAITH OR FRAUD ON THE PART OF ANY OF SELLER’S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND TERMINATION OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO (A) ANY LIABILITY RESULTING FROM ANY EVENT, INCLUING BUT NOT LIMITED TO GOODWILL, OR PERSONAL PROPERTY DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS, REPAIR OR REPLACEMENT (AT SELLER’S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS, OR INJURY TO BUYER. ANY WARRANTY HEREUNDER WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(b) Buyer shall not be liable under this limited warranty if the Product has been exposed to or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller’s instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by any failure of Seller-sold products not manufactured or supplied by Seller; (d) use of counterfeit or replacement parts that are not manufactured or approved by Seller for use in Seller’s manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty duration. Included in this warranty are Seller’s software components, including any software identified by Seller in writing as software components, (c) (d) and (e) above are not subject to the warranty duration set forth herein.

(c) No warranty is provided, or any representation made, as to the fitness or suitability, present or potential, for any particular purpose, of any Product purchased hereunder, and Buyer shall be responsible for selecting any Product for any particular purpose. Any such warranty is hereby disclaimed.

(d) Seller’s warranties are not transferable to any Buyer's successors in interest.

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

1. In order for this limited warranty to be effective, you must notify us within 20 days of discovery of a defect. You must return the defective Product to us within the Warranty Period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned Products within 30 days or the claim will be cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the User’s Manual and the Service Manual. If the Buyer fails to promptly report or return any defective part, and the replacement of parts after the maintenance schedule as prescribed in the User’s Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, Honeywell Customer Service to obtain a return goods authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be accepted by Seller after such date unless authorized by Seller in writing. Returned defective Products and parts shall be shipped to Seller at Buyer’s risk and shall be depersonalized, de-identified, and de-identified prior to return shipment.

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

3. Seller will not be liable under this limited warranty if the Product has been exposed to or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or
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PURPOSES OF THE SPANISH APPLICABLE REGULATION ON CONSUMERS PROTECTION. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THIS 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 HEREMUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL ACTION OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER OR LONGER PERIOD IS MANDATORY IN ACCORDANCE WITH APPLICABLE LAW.

If, for reasons other than a “force majeure” event, Seller should default or delay or not deliver goods, 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 on 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 under terms consistent 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, Buyers are prohibited from making copies of Licensed Software, except for backup purposes. Buyer will reproduce and include all Seller’s 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 derivative 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 by Seller to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other marketable belong either to Seller or its affiliates, subsidiaries or other divisions 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. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party 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 for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

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 hereto as the partner, joint venturer, employee, agent, servant, franchise, 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.

34. 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.

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 EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages. Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum “A-, X” by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

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.