1. PURCHASE ORDERS

Pricing and terms are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement, (b) order number; (c) Seller’s Product part number or quota number, as applicable, in separate parcels; (d) the delivery date; and (e) the shipping method or carrier. If Seller receives revised notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to supply the Products ordered by Buyer. Seller reserves the right to increase the purchase price in an amount not to exceed normal surface shipping charges to Seller’s designated facility for properly rejected Products. Upon partial initial delivery, the partial shipment initiating will bear the risk of loss or damage to the Products in transit. If Seller’s timely delivery determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

2. PRICEING

A. Unless stated otherwise in the Seller’s order confirmation, prices are CIF (Incoterms 2010) Buyer. Buyer is liable for all other transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable sales, use, excise, value added and other similar taxes, duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless the amount of Taxes excludes the applicable sales, use, excise, value added, or other similar tax. Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, then to the extent that the amount Seller receives had no Taxes been required to be withheld, (i) Buyer will withhold the required amount of Taxes from any payment due to Seller under this Agreement, (ii) Seller will provide an invoice to Buyer showing the amount of Taxes deducted, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for any Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

B. TAXES

Seller’s pricing excludes all Taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless the amount of Taxes excludes the applicable sales, use, excise, value added, or other similar tax. Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, then to the extent that the amount Seller receives had no Taxes been required to be withheld, (i) Buyer will withhold the required amount of Taxes from any payment due to Seller under this Agreement, (ii) Seller will provide an invoice to Buyer showing the amount of Taxes deducted, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for any 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

Buyer 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 causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

These terms and conditions of sale (“Terms and Conditions”) are effective on May 1, 2022 and supersede all previous publications covering (“Honeywell,” “Seller,” “we,” “us,” “our,” and “herself,” and shall be deemed to apply to the extent that you have issued your purchase order or to services (hereinafter referred to as “Product”). References to “Buyer,” “you,” or “your” are to the purchasers of Seller’s products. Certain country, line of business and product-specific exceptions to these Terms and Conditions (“Exceptions”) are set forth below. A detailed description of each Exception shall be read together with the corresponding section of these Terms and Conditions. These Terms and Conditions are non-cancelable except as expressly set forth herein and you and as you specifically reference these Terms and Conditions (collectively, the “Agreement”) will constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all prior understandings or representations made by or on behalf of Seller. No modifications to these Terms and Conditions will be binding upon Seller unless in writing signed by an authorized representative of each party. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (a) the Agreement between Seller and Buyer (if any); (a) the Exceptions; and (iii) the Terms and Conditions.

1. PURCHASE ORDERS

Pricing and terms are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement, (b) order number; (c) Seller’s Product part number or quota number, as applicable, in separate parcels; (d) the delivery date; and (e) the shipping method or carrier. If Seller receives revised notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to supply the Products ordered by Buyer. Seller reserves the right to increase the purchase price in an amount not to exceed normal surface shipping charges to Seller’s designated facility for properly rejected Products. Upon partial initial delivery, the partial shipment initiating will bear the risk of loss or damage to the Products in transit. If Seller’s timely delivery determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

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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) acts of God, earthquakes, tidal waves, 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, strife, insurrection, civil war, hostilities, armed conflict, or landowner disputes, (h) failure to obtain materials or components or other goods or services, not (or not impending threat of any of the foregoing), if such threat might reasonably be expected to cause injury to people or property, and (i) inability or refusal by Buyer’s directed third party to provide Seller the products, services, necessary information or licenses 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 for or any other period as the parties may agree in writing.

14. MANUFACTURING HARDSHIP

If for any reason Seller’s production or purchase costs for the Product (excluding without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than 5% over the introduction or purchase cost of the Product on the date of agreement of this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) written days 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: (a) Buyer fails to perform its obligations or breaches any of its obligations and covenants under this Agreement, if Seller so continues for more than thirty (30) days after written notice specifying the failure to perform; or (b) Buyer repeatedly fails to make any payment required to be made under this Agreement when due; or (c) Buyer fails to make a significant payment and, within ten (10) days of written notice by Seller, agrees and fails to remedy the breach within ten (10) days after written notice of non-payment; or (d) Buyer attempts to assign this Agreement or any rights hereunder; without Seller’s prior written consent; or (e) Buyer ceases to exist, if any going concern suspends or ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed for Buyer’s assets, or if any proceedings relative to Buyer under any law relating to bankruptcy or insolvency are brought or threatened to be brought against or by Buyer, or Buyer makes an assignment for the benefit of creditors; or (f) there is a substitute of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more other persons will result in the elimination of Buyer as a going concern; or (g) Seller is acquired by a principal, stockholder, manager, member, or partner of Buyer is directed for or convicted for any felony or civil offense or corruptly embezzles or converts any property or funds of others; or (h) any conduct or practice by Buyer which an independent third party would reasonably believe is intended to defraud a governmental agency for such a violation, or (i) Buyer knows or has a reasonable suspicion of a violation of the FCPA, by either of the owner of Buyer or any employee or former employee of Buyer.

If the Seller is in breach of any of its obligations and covenants under this Agreement, the Seller shall continue to provide Buyer’s designated freight at no additional charge, until Buyer, at no additional charge, can obtain any material required thereby. Buyer will have the right to substitute Seller’s products or services with the products or services of any other manufacturer, but it is expressly understood that乙方 will be entitled to terminate this Agreement or to purchase any of its obligations and covenants under this Agreement, and such default shall not be deemed to be a breach of an event beyond the reasonable control of the Buyer. If Buyer designates Buyer designates a Supplier for the purchase, sale, or transferral of any materials, goods, and services, or the furnishing of any services, information, or licenses, including but not limited to the furnishing of any such materials, goods, and services, or the furnishing of any services, information, or licenses, with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

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 facilities and other assets used by Buyer in performing its obligations under the Agreement. Without any limitation of the foregoing, Buyer is responsible for compliance with all applicable laws and regulations, including but not limited to, the applicable laws and regulations for the recycling of Finished Products as required by WEEE 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, 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 (including but not limited to any governmental or official office in existence for confining, regulating, or exercising control over any such activity or advantage of any kind), prohibition against exporting or facilitating the export, directly or indirectly, of Products of certain countries which are embargoed by the United States or other applicable UN, international or national laws or regulations. Buyer will obtain all licenses required by such laws or regulations. Buyer will indemnify and hold Seller harmless from any and all claims, demands, causes of action, defense, or other liability in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at its sole cost and expense, complies with all applicable laws and regulations, including but not limited to, the applicable laws and regulations for the recycling of Finished Products as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees to protect Honeywell against any type of liability.

Buyer will maintain 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 will provide all necessary written 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 will provide all necessary written 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 will provide all necessary written 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 will provide all necessary written 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 will provide all necessary written 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 will provide all necessary written 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 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 notice.

Distributor must successfully complete the online anti-corruption training module within 30 days from the effective date of this Agreement. Failure to complete the training module will result in a 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 designed to provide information as to usage, such as touch panel, button, voice/voicerox input, power status and maintenance, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, without limitation, without limitation and to ensure compliance with Product warranties, to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. Buyer acknowledges that personal data collected by the device may be stored by third parties with whom Seller shares the related information on an anonymous basis. Buyer must ensure that the use of such software and its collection of data by Seller is consistent with applicable data privacy requirements, policies and laws.

20. CONFIDENTIALITY AND PERSONAL DATA.

The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure.

The receiving party shall not use information which the disclosing party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure, (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 data, reports, charts, computer programs, trade secrets, products, designs, and furnishings. Seller shall use reasonable efforts to avoid disclosure of 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 any other party shall be directed to data processing by the Buyer will be responded promptly and fully. Buyer shall require additional documentation and standard provided to Buyers, Seller will provide it at Buyer’s costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure that the data is being handled properly and at Buyer costs. Buyer has the right to audit Seller’s compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least thirty (30) days prior notice; (ii) occur during normal working hours and (iii) shall not disrupt the business of any other party.

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 26), 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 by Seller (each period referred to herein as the “Warranty Period”), all components of such Product, except software components, shall be free from faulty workmanship and defective materials. The software and software components, including any device or software designated by Seller for use with such software or software component, shall not be “AS IS” and with all faults. The entire risk as to quality, performance, accuracy, and effort for any software is with software or software component. In the event of any and all claims for defective software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 21 are the only warranties provided by Seller with respect to the Products sold hereunder, and Buyer may not convey, assign, transfer, or otherwise transfer by any party not authorized by Seller as a repair facility. The customer’s remedy and Seller’s aggregate liability with respect to the warranties provided by Seller in this section 21 are set forth in and are limited by this section 21 and the “Limitation of Liability” provision of the Agreement (section 26).

(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller’s sole discretion, repair or replace such Product, (2) ship such Product to return it to its original location. Seller’s obligations hereunder shall arise only if the claims are successfully upheld by Seller. If such claims are upheld, Seller shall, at its expense, (i) in Seller’s sole discretion, repair or replace such Product, and (ii) ship such Product to return it to its original location.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry standards and are warranted for ninety (90) days from the date services are performed. Seller’s obligation and Buyer’s sole remedy under this warranty is that Seller will correct or re-perform defective services or refund fees paid for the services, at Seller’s sole election, if Buyer notifies Seller in writing that the services do not meet these standards. Within the ninety (90) days from the date services are performed, Seller’s obligations and Buyer’s remedies are warranted for the remainder of the original warranty period.

(c) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SELLER’S SOFTWARE, SECURITY SOFTWARE, SERVICES, OR ANY SOFTWARE OR SERVICES INCLUDED OR PROVIDED AS PART OF OR IN CONJUNCTION WITH SUCH PRODUCTS, OR TO ANY SELLER’S SOFTWARE OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH ANY APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SUCH MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT OR ANY OTHER EQUIPMENT OTHER THAN THE PRODUCTS.

(d) DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE WARRANTIES STATED IN SECTIONS 21(a) and (b) ABOVE ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER RELATING TO THE PRODUCT NON-COMFORMITY OR INFRINGEMENT DEFECTS, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL). REPAIR OR REPLACEMENT (AT SELLER’S OPTION) OF ANY SUCH DEFECTIVE PRODUCT WHICH WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

22. TECHNICAL ADVICE.

Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of a Product shall not be construed as representations or warranties neither oral, express, 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 applications. The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT.

Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller infringes a valid United States or foreign patent or copyright, and Seller will bear the cost of defending such suit. All services and/or any software and/or any component of any right or property, or at any time thereafter, against all claims, damages, and costs incurred in connection with such action as are incurred by Seller in defence of and disposition of the claim used claiming of Seller’s choice. Seller will be responsible for any compromise or settlement made without Seller’s consent. Because Seller has control of the defence and disposition of claims relating to the infringement of intellectual property rights, Seller is not required to pay any costs or fees incurred by Buyer. Buyer shall not incur any expenses on Seller’s behalf without prior written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller’s prior written consent thereto.
Seller have no obligation or liability to the extent the claim arises as a result of: (a) Buyer’s design, discovery, or specification; or (b) products used other than for the intended purpose; (c) absence of Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or, if, of software provided with the Product furnished by Seller, or (e) use of nonconforming, customized, or otherwise altered Product or software, as requested by Buyer or requested by Buyer. Further, Buyer agrees to indemnify and defend Seller to the same extent in all respects as set forth above in Seller’s obligations to Buyer for any suit against Seller, if based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

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

The provision stated in the Parties’ entire liability, sole recourse, and their exclusive remedies with respect to claims of infringement, all other warranties against infringement of any intellectual property rights, statutory, express, implied, or other, are hereby disclaimed.

24. INDEMNIFICATION

Buyer agrees to 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 INDEMNITY PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS) OR ANY LIABILITY DUE TO THE INFRINGEMENT OF THIRD PARTY RIGHTS, SHALL NOT EXCEED THE AMOUNT PAID OR AGREED TO PAY BY BUYER TO SELLER UNDER THE AGREEMENT; (B) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS ARISING FROM SELLER’S BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, HOUSEHOLD PURPOSES OR CONSUMER GOODS FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS), THIS SECTION 25 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER’S BARGAIN HEREUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. NOTWITHSTANDING THE PROVISIONS OF APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, OR OTHER THEORY OF LIABILITY, OR OTHERWISE. BUYER WILL NOT BE 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 GOODS, BUYER’S SOLE REMEDY AGAINST HONEYWELL IS AN OPTION TO CANCEL BUYER’S PURCHASE ORDER, THROUGH PRIOR WRITTEN NOTICE TO HONEYWELL.
unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks, (B) any domain name incorporating in whole or in part the Trademarks, or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark, that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

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

Minimum Order Value (MOV) Freight Cost Waived, Freight Cost, Low Order Value Administration Fee (LOVAF) and MOV LOVAF Waived

<table>
<thead>
<tr>
<th>Region</th>
<th>MOV Freight Cost Waived (Platinum, Gold and Silver Partners Only*)</th>
<th>Freight Cost – Order Value &gt; or = MOV**</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
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</thead>
<tbody>
<tr>
<td>Benelux / DACH/ France</td>
<td>3000 €</td>
<td>60 €</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Italy/Portugal/ Spain</td>
<td>1500 €</td>
<td>75 €</td>
<td>1500 €</td>
<td>25 €</td>
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<tr>
<td>Nordics</td>
<td>3000 €</td>
<td>115 €</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
</tbody>
</table>

* Honeywell prepaid freight will be limited to Platinum, Gold, and Silver Partners as defined in Honeywell partner programs and policies posted on the Honeywell Partner Portal.

** For order values below MOV Freight Cost Waived, Honeywell will charge the freight cost shown in the table above – this is applicable to all Buyers including without limitation Platinum, Gold, and Silver Partners.

*** For order values equal to or greater than MOV Freight Cost Waived, Honeywell will charge a percentage of the order value shown in the table above – this is not applicable to Platinum, Gold, and Silver Partners but this is applicable to all other Buyers including without limitation Bronze Partners.

RETURNS. Returned Materials Authorization (RMA) must be requested within 60 days of when the goods are received. Returned materials shall not exceed three percent (3%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in salable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 60 days. Returned materials not deemed salable, at the sole discretion of Honeywell, will be disposed of or returned at Buyer’s expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. If product is to be returned to Honeywell, it must be received within 60 days of the RMA issue date. If product is not received by then, the RMA will be cancelled and credit or free replacement will not be issued. Materials returned without such authorization will be disposed of or returned at Distributor’s expense, and no credit will be issued. The 20% restocking charge may be waived, in Honeywell’s sole discretion, if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA), Emergency Escape Apparatus (EEA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EEA and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or Natural Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.

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