TERMS & CONDITIONS OF SALE

These terms and conditions of sale (“Terms and Conditions”) are effective May 1, 2022 and supersede all previous publications covering (“Honeywell”, “Seller”, “we”, “us”, or “our” herein, and shall differ based upon the entity to which you have issued your purchase order) products or services “Products”). Seller may, in its sole discretion, refuse to accept or reject any purchase order. 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 Attachment A, A1 and B hereto. Unless otherwise noted 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 that specifically reference these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between the parties with respect to each subject matter. Seller reserves, 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 each party. Each provisions in the Agreements 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-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 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, and/or different terms or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be rejected and not binding on Seller and neither are 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.

2. PRICING.

Unless stated otherwise in the Seller’s order confirmation, prices are CIP (Incoterms 2010). 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 that Buyer’s right to reject or request such in its sole discretion, and (ii) any price or schedule 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 CIP (Incoterms 2010). Risk of loss or damage to Products when Products are delivered to first carrier. Within 30 days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions.

5. ACKNOWLEDGEMENTS.

Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller will notify Buyer via 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 mutually agreed to by the parties. Seller will make a reasonable opportunity to repair or replace rejected Products, at its option. Seller will cover shipping costs for the return of properly rejected Products in an amount not to exceed normal shipping charges to Seller’s designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will 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.

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 not be unreasonably withheld. Any cancellation payment of Buyer for the full or partial cancellation of orders shall be invoiced. Buyer would have the right to resell or otherwise dispose of Product in any manner and at any price, except such disposition shall not reduce the price of the Product to Buyer below the cost incurred by Seller in producing the Product. If Buyer cancels or renegotiates a purchase order, Buyer shall pay a restocking fee equal to 15% of the price of the Product as agreed. Any partial cancellation of an order shall be invoiced upon Seller’s written confirmation of receipt of Buyer’s written notice of cancellation. Buyer undertakes not to resell Product prior to delivery to Buyer.

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 on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are 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 order, including open orders. Buyer is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in Buyer’s order confirmation, unless otherwise agreed in writing and must be accompanied by remittance detail 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 of 1% on all overdue accounts from the due date for its failure in a timely manner. Seller reserves the right to decline a transaction if prior to the order date the invoice information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unaccepted payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off any unaccepted cash amount against any Buyer past due invoices. Unaccepted payment, unaccepted returns, and interest fees incurred from Buyer 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. Seller reserves the right to correct any inaccurate invoices. Any correct invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts are paid and interest thereon are paid. These remedies are in addition to any legal remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Buyer 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:

• Buyer’s right to renew the order.

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10. TAXES.

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), import 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 such Taxes will be added to the purchase price and Seller will invoice Buyer for the amount increased by such Taxes. If the amount Seller effectively receives, net of the Taxes, equals the amount Seller would have effectively received had Taxes been imposed, levied, collected, withheld or assessed, unless, at the time of the order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a specification of: (a) the exempt nature of the transaction; (b) the amount of the exempt nature of the transaction; (c) the amount paid to Seller, thereunder this Agreement, (d) the amount the Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (e) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authorities in the event Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

11. PACKING.

Seller will pack Products in accordance with Seller’s general packing instructions, suitable for airfreight.

12. BUYER CAUTIONS.

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, it is entitled to adjustments of costs, and if delay continues, Seller may, but need not do so, renew the order, or cancel it. Buyer, “you”, or “your” are 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.

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) breaches, 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) quarantines or regional medical crises, (e) shortages or other restrictions on labor, materials, fuel, or other critical inputs, labor unrest, strikes, 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 property or people), and (f) inability or refusal by Buyer of Buyer’s directed third party to provide the Products, services, manuals, or other information necessary for the 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.

14. MANUFACTURING HARDSHIP.

If Buyer or any of Seller’s suppliers determines that any purchase price for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than five % over Seller’s production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, but need not do so, increase price, fees, or any other fees, costs, or charge 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) days written notice to Buyer.
15. TERMINATION / SUSPENSION / WITHDRAWAL. 

Buyer may discontinue, terminate or withdraw from this Agreement and any or all unperformed orders immediately upon notice delivered to Buyer not later than 2 weeks from the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations under this Agreement or any other agreement between Buyer and Seller, or defaults under contracts with other persons, (ii) Buyer suffers a bankruptcy, (iii) bankruptcy proceedings are commenced against Buyer, (iv) Buyer ceases to use as a 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 Receivership is appointed by a court of competent jurisdiction to administer the assets of Buyer, (v) Buyer’s ability to perform is directly affected by any strike, labor dispute, embargo, act of God, war, terrorism, civil strife, riot, pandemic, or any other event beyond Buyer’s control, (vi) Buyer breaches this Agreement, or (vii) (A) any bankruptcy or insolvency law is brought by or against Buyer, or (B) Buyer makes an assignment for the benefit of creditors. 

16. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.

Buyer will, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, export, disposal, resale, transfer, technical data, technical assistance, and transportation), and all transactions performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of any nuclear material, radioactive material, biological material, or any other hazardous material that it will not use the Products in connection with any activity involving nuclear fusion or fission, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business 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 (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving of value to any governmental official or candidate or political party in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by the United States (US), United Nations (UN), international law, or any other applicable sanctions; (iii) compliance with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers. Buyer will obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Seller. Unless otherwise mutually agreed in writing, Buyer will not sell, transfer, export, or re-export any Goods or Software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or Software may not be used in connection with any activity involving nuclear fusion or fission, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. Without limiting the foregoing, Buyer must indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of any breach of Buyer’s representations or warranties made to Seller in connection with any transfer, sale or re-sale of any Product in violation of the Agreement. Buyer will also be liable for any failure to comply with the FCPA and the other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit notice, to which Buyer shall respond within 30 days of such notice. 

18. ANTI-CORRUPTION LAWS.

Buyer 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 (including, without limitation, the United Nations Convention Against Corruption) and, where applicable, the Bribery Act 2010 and similar anti-corruption legislation of any country in which it conducts business. Any such anti-corruption legislation will apply whether or not Seller is based in the country in question. 

19. LIMITATION / LIABILITY.

Buyer indemnifies, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of any breach of Buyer’s representations or warranties made to Seller in connection with any transfer, sales or re-sale of any Product in violation of the Agreement.
Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided “AS IS,” and with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties in this section 21 are limited to the express warranties set forth in this section 21. Subject to the Products sold hereunder, and may be modified or amended only by a written instrument signed by Seller and accepted by customer. The warranties do not apply if, in the sole opinion of Seller, the Products have been subjected to any alteration, misuse, obsolescence, or repair by anyone other than Seller. This warranty is valid only if the Product has not been tampered with or repaired by anyone other than Seller. The product must be provided with the original shipment. All returns must be made to Seller at Buyer’s expense.”

If the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use, any misuse or neglect, any electrical failure, water, air, or humidity control; or any act of God, accident, fire or other hazard. Upon receipt of any such Product during the applicable Warranty Period, the Product will be returned to Seller. If Seller determines the alleged defect is not a defect in materials or the manufacture of the Product, Seller will promptly return the Product at Buyer’s expense. Buyer is responsible for all such damages. Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

20. TECHNICAL ADVICE.

Any representation or assistance provided by Seller concerning the use, design, application, or operation of the goods 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 liability to Seller. Buyer is responsible for all such damages. Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT.

Seller will defend any suit against the Buyer based on a claim that the Product as delivered and for which Buyer has paid, directly or indirectly, is an infringement of any United States or foreign patent of which Seller is at the time of shipment actually aware. If a final judgment against Buyer results from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim promptly provides any and all materials related to the claim it receives to Seller, and agrees to give sole and complete authority, in Buyer’s name and at Buyer’s expense, to Seller to defend and settle the suit as determined by Seller. Buyer is responsible for all such damages. Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

24. INDEMNIFICATION.

Buyer shall indemnify Seller for all costs and damages, including attorneys’ fees, suffered by Seller as a result of Buyer’s actual or threatened breach of these terms and conditions.

25. LIMITATION OF LIABILITY: LIMITATION ON ACTIONS.

THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENTS, WHICH HAVE BEEN INSPECTED, TESTED, OR USED, AND ARE NOT WARRANTED TO BE FREE FROM DEFECTIVE SERVICES OR REFUNDS, AT SELLER’S OPTION AND AT SELLER’S EXPENSE, DEFECTIVE SERVICES OR REFUND FEES PAID FOR THE SERVICES, AT SELLER’S OPTION AND AT SELLER’S EXPENSE, DEFECTIVE SERVICES OR REFUNDS, TO THE LIMITS SET FORTH IN THIS AGREEMENT. This provision states 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.

This provision states 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.
26. **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 shall 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.

27. **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 hereof.

28. **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.

29. **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.

30. **DISPUTE RESOLUTION (EXECUTIVE ESCALATION).** Before the parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference to be held within 30 days of receipt of the other party’s written request. The conference must be attended by 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 within 15 days of the end of the 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 damage; 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 shall assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent shall 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.

36. **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.