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”, or “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 (a) any written 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 the subject matter of the Agreement and supersede any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a 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: (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, or different terms in any order placed by Buyer or any other instrument, agreement, or understanding are hereby 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. Seller’s acceptance of sale 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 site (https://sp.honeywellfurniture.com) or any other website authorized 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 CIF (Incoterms 2010) and the Buyer is additionally liable to pay the transport, packaging and insurance costs or duties 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 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 CIF (Incoterms 2010) Seller’s designated supplier, unless otherwise agreed by Seller in writing. Seller reserves the right to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

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 properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller is unable to determine that rejection was not based on a breach of warranty in the present Terms and Conditions, 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, 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 not later than 30 calendar days from the date of the invoice; unless a shorter time period is specified in the Agreement. If payment is not received within 10 days after the date of issuance of invoice, Seller reserves the right to charge Buyer for any late charges in accordance with the “Remit To” on each invoice. If Buyer makes any unapplied payment and fails to reply to Seller’s request for information on allocation within seven (7) calendar days, Seller shall, at its option, adjust price, schedule, and other affected items. If it appears that payment is not being made, an unapplied payment shall mean payment(s) received 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 due date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in any payment obligation to Seller, Seller may charge interest for the following periods (f) quantity; (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld. (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding to Seller. Payment 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.

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, deducted, withheld, or assessed in connection with any law, levy, collection, or tax. Seller may 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 tax certificate or other documentation 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, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld. (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding to Seller. Payment 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 delay, Buyer is entitled to adjust price, schedule, and other affected items. 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 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, 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 HANDSHARD.
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 Products) increases by more than five percent (“5%”) within the term 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) days written notice to Buyer.
15. TERMINATION/SUSPENSION

Seller may, at its sole discretion, suspend or terminate this Agreement and any and all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events. (i) Buyer fails to perform or breaches any of its obligations under this Agreement, and such failure or breach continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breaches within 30 calendar days after receipt of written notice thereof; (iii) Buyer gratefully assigns 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 (including the inability to meet its obligations as they mature), or a receiver or trustee is appointed for Buyer’s assets, or if any proceedings relating to Buyer under any bankruptcy or insolvency law is brought by or against Buyer, or Buyer makes an assignment for the benefit of creditors; (v) 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 or other reorganization of Buyer with or into another person or entity, without the prior written consent of Buyer, or if any principal owner of Buyer (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted for any felony or verbosity or embezzles any property or funds of others; (vii) Buyer ceases to conduct business; (viii) Buyer is declared bankrupt or insolvent, or any complaint is instituted against Buyer by or in the name of, or on behalf of, any governmental unit seeking relief under any bankruptcy law, or the commutation, extension or discharge of any part of Buyer’s obligations; (ix) Buyer is found guilty of, or pleads guilty to, any criminal offense, including fraud, theft, misappropriation, or violation of any law, regulation, or rule in the United States or any other jurisdiction where the Buyer intends to do business.

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, disposal, export, re-export, and transshipment), the activity described in this Agreement, the Distributor, or the facilities and other assets used by Buyer in performing its obligations under the Agreement.

17. EXPORT AND IMPORT COMPLIANCE

Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibitions against exports of facilities or indirectly, of material to certain 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 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 shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and/or sale of goods, technology, and software, and purchased, and delivered to Supplier. Unless otherwise mutually agreed in writing, Buyer shall 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 fission or fusion, or any use or handling of any nuclear material until, at a cost to the Seller, Buyer has insurance coverage, indemnities, and liability, recourse and subrogation, acceptable to the Seller and adequate in the Seller’s opinion to protect Seller against any type of liability.

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: https://www.honeywell.com/who-we-are/Code-of-Conduct. Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the “FPCA”) and all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Law”) Without limiting the foregoing, Buyer hereby certifies that (a) It will not, in connection with 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 value, gift, or anything of value to: (i) any “Restricted Person” 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 political official; (C) any candidate for public office; or (D) any officer, director, or shareholder of more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or (ii) any Person that the Buyer knows 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 FPCA or any 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, of the United States or of any other country or jurisdiction where Buyer intends to conduct business.

19. DATA COLLECTION, TRANSMISSION AND USE

Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery level, device location, temperature conditions, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement. A recipient of confidential information may not disclose confidential information during the performance or fulfillment of the Agreement and will be bound by confidentiality provisions as necessary to ensure compliance with all applicable laws, regulations or policies of the United States and other applicable UN, international or national sanctions. Any inquiries from Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement.

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 disclose confidential information to its affiliated companies, employees, officers, consultants, agents, or contractors.

Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers (“End Users”) 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 and fully. Seller may require additional documentation and standard provided to Buyers, Seller will honor all cost, fees, handling data sharing expenses, all 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 data privacy laws and cyber security standards. Such audit can be executed only (i) after at least 30 days prior notice; (ii) during normal working hours and (iii) shall not interfere with Seller’s regular course of business. Any costs related to the audit will be born 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 the 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 (A) for the ninety (90) day period beginning on the date such Product is shipped from Honeywell’s facility and (B) with respect to the software and software components only, the limited warranty extended to it by Seller. Buyer inspections prescribed in the User’s Manual for the location of the Product shall not be the basis of a claim under this warranty and Buyer agrees to notify Seller of any claim within five (5) days of discovery. “Warranty Period” shall be extended to the extent such Product is repaired or replaced by Seller under this warranty in accordance with the provisions hereof.

(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, and ship Product to Buyer at Buyer’s expense or (2) refund to Buyer the purchase price paid by Buyer for such Product. Seller’s obligations hereunder shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, use, misuse or neglect, alteration, physical or electrical abuse, improper physical storage, improper physical location, or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry standards and any warranties (90) days from the date of the claim. Please note that any software component included in the Product is the sole remedy under this warranty that is Seller will correct or re-perform the defective service or refund fees paid for the services, at Seller’s sole election, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed 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.

c) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER. SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED BY ANY PARTY OTHER THAN SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES APPLICABLE TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A LICENSE AGREEMENT BETWEEN SELLER AND THEIR LICENSEE (EXCLUDING ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A LICENSE AGREEMENT) SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT BETWEEN SELLER AND THEIR LICENSEE. ANY SOFTWARE COMPONENT OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(d) DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM Course of performance, Usage of Trade, or Any other course of dealing. THE EXPRESS OBLIGATIONS OF SELLER STATED IN SECTION 21 (A) AND (B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSS, DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT AT (S)ELLER’S OPTION IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS. NO EXCEPT OR LIMITATION OF LIABILITY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

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 denied. To maintain this warranty, you must provide the original sales receipt, warranty registration card or proof of purchase, a current copy of the User’s Instructions which includes prompt replacement or repair of defective parts, and the replacement of parts for the maintenance schedule as described in the User’s Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorization (RGA) or Returned Materials 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 or Seller will not issue a credit without a return authorization. If Seller authorizes a repair facility, the decontaminated prior to return shipment.

(2) Honeywell will reship 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 warranty to its customers no broader in scope or duration than the limited warranty extended to it by the Seller. Buyer shall perform and fulfill all of its sole expense all of the terms and conditions of this 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.

(f) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to any:

(a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in accordance with Seller’s instructions.

(b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance,

(c) neglect, or negligence after shipment to Buyer,

(d) cause damage by failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller,

(e) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller’s manufactured Products, or use of parts which are not in strict compliance with the original design specifications or operating life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashbubs, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by the actions of Buyer.

(4) This limited warranty does not extend to: (1) to any Product determined by Seller to have been used after having arrested a fall, (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions, and (3) to any first-and-Product that complied with applicable EU and Spanish regulations during its life.

(5) Seller does not represent that the Product is 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 that meets the minimum system requirements, and应当 understand that Seller warrants that has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes, without limitation with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused by a Cybersecurity Event resulting from Buyer’s failure to comply with the Agreement or Buyer’s failure to maintain reasonable and appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the Buyer, Seller represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

22. TECHNICAL ADVISORY. Any recommendation or assurance 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 shall not be liable for any injury or damage. This is the Buyer’s sole responsibility to determine the suitability of the Products for use in Buyer’s application(s).

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT. Seller will defend any suit against Buyer based on a claim that the Product as delivered by Seller directly infringes an effective U.S. or European patent, and Seller will, at Buyer’s option, settle or litigate any such claim. If, in the Buyer’s reasonable opinion, Seller is liable for damages arising out of any such suit, Buyer may settle or litigate the claim in Buyer’s name and on Buyer’s behalf. 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 will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer’s designs, drawings, or specifications; (b) Products used other than for their ordinary purpose; (c) combining any 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 released by Seller; or (e) any alteration, customization, or other modification of the Product other than by Seller or requested by Buyer. Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions as set forth above in Seller’s obligations to Buyer for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of this paragraph.

(a) If a claim of infringement is made by Seller, Seller may, at its option, (a) defend the claim on behalf of Buyer, or (b) settle such claim at cost and expense paid by Buyer. Seller may enforce such rights and obligations in Buyer’s name. Buyer agrees to cooperate with Seller in the defense or settlement of such claim. If, in Buyer’s reasonable opinion, Seller is liable for damages arising out of any such suit, Buyer may settle such claim in Buyer’s name and on Buyer’s behalf. Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller’s prior, written consent thereto.

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.

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

25. LIMITATION OF LIABILITY: LIMITATION ON ACTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT EXCEPT IN CASE OF BAD FAITH OR FRAUD: (A) SELLER’S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PRODUCTS AND SERVICES TO BUYER, REGARDLESS OF ANY FORM OF ACTION GIVEN RISE TO SUCH LIABILITY, INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS), SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS AND SERVICES TO BUYER UNDER THE AGREEMENT; (B) SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS OF PROFIT, BUSINESS, GOODWILL, PROFITS, SALES, BUSINESS, OR CORRUPTION OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATION OF LIABILITIES APPLIES TO ALL SELLER-PRODUCED OR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR
VERSION EFFECTIVE AS FROM 1ST May 2022

PURPOSES OF THE SPANISH APPLICABLE REGULATION ON CONSUMERS PROTECTION.
THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF
THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS) AND
THIS SECTION 25 ARE A FUNDAMENTAL PART OF SELLER’S BARGAIN
HEREUNDER, 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 ARSES 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 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
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, Buyer is prohibited from making copies
of Licensed Software, except for backup purposes. Buyer will reproduce and include all Seller
proprietary and copyright notices and other legends both in and on every copy made. (d)
Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the
Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse
assembling, reverse engineering, creating 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 manufacture 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 (e) 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
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, 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.

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
Sell 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.