6. A DESCRIPTION OF THE TERMS AND 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", "our", or "our" herein, and shall differ based upon the entity to which you are purchasing 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 Attachment A, A1 and B hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding terms and conditions set forth in 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 the subject matter of the Agreement and supersede any prior representations or agreements, oral or written, 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 terms of the purchase order; (iii) the terms of the Exceptions; (iv) the terms of this Agreement. Prices, terms, conditions, and Specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

1. PURCHASEORDERS.

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 this 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 by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation. Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, or different terms or conditions contained in any purchase order must be rejected in writing to Seller; otherwise, all orders are to be material changes and are rejected and not binding upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions contained herein in 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 Seller’s order confirmation, prices are CIP (Incoterms 2010) and the Buyer is additionally liable to pay the transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable. Prices are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any changes. Prices are subject to immediate change upon announcement of product obsolescence. All prices quoted after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Buyer’s orders during the period between notification of and the effective date of the price increase, if Buyer’s order volume during that time period is materially, in Seller’s sole judgment, (a) higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders. Honeywell may, from time to time and in its sole discretion, issue surcharges on new Purchase Orders in order to mitigate unanticipated increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharges shall not exceed 15% from the total Purchase Order value. Economic Surcharges do not apply if the Purchase Order is to be delivered within upon four (4) weeks after the Purchase Order has become binding. Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in the Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

3. ORDERMODIFICATIONS.

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 closed, and subject in full to (i) Seller’s right to reject or request such changes 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. DELIVERYSHIPPINGTERMS.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to goods passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 30 days of Seller’s delivery, Buyer must be informed of any defects or unaccepted goods, and Seller reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order confirmation.

5. ACKNOWLEDGEMENTS.

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. INSPECTIONANDACCEPTANCE.

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed five percent (5%) higher than forecasted quantities. if any claim for shortage of 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 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 reasonably determines that rejection was not based on a breach of the provisions of the present Terms and Conditions, Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCTCHANGES.

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Buyer may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS.

No purchase order may be cancelled 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 professional termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specialty manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMSOFPAYMENT.

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 the order placement. In the event Buyer has been approved for credit terms, payment for that order will be due no later than thirty (30) days after date of shipment, unless otherwise agreed 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: (i) the separate agreement between Seller and Buyer if any; (ii) the terms of the Exceptions; (iii) the terms of this Agreement. Payment(s) received from Buyer will be applied to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold the required amount 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. Seller is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Buyer’s order number, Seller’s invoice number and amount paid per invoice. Buyer agrees to pay a reasonable attorneys’ fees and other costs for past due invoices and all costs, including but not limited to, court costs, legal fees, default interest on delinquent amounts at the maximum rate permitted by law or as specified in Schedule A, for each full or partial month in which payment is overdue: (a) recover all costs of collection, including but not limited to, reasonable attorneys’ fees and other costs, (b) withhold from Buyer any rebate payments, (c) interest on delinquent amounts at the maximum rate permitted by law or as specified in Schedule A, for each full or partial month in which payment is overdue; (d) recover all costs of collection, including but not limited to, reasonable attorneys’ fees and other costs, (e) terminate any program or other benefits. These remedies are in addition to all other remedies available at law or in equity, or to recover the entire amount of damages incurred by a late payment penalty, without any prior written notice being necessary to Buyer, equal to the prevailing legal interest rate calculated by considering the number of days between the date due for payment and the date of the effective payment. The legal interest rate shall be that of the last day of the month preceding the issuance of the invoice and/or (f) The application of a fixed sum for recovery costs of minimum 40€.

10. TAXES.

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed, levied, collected, withheld for, or assessed by any governmental authority, or otherwise in writing signed by an authorized representative of each party. Any request for a Tax refund or for a reduction in Tax on any transaction under the Agreement, then 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 exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct, paid-per-activity, a written agreement, a separate written agreement, or such other information as Seller may reasonably request. 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 sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable to Buyer. This section will survive expiration or termination of the Agreement.

11. PACKING.

Buyer is responsible for paying all costs for shipment, packing, and insurance of delivery. Buyer will pack and ship the Products in such a manner as to prevent any loss or damage in transit. Buyer may requisition performance under this Agreement, (a) fires, earthquakes, floods, storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (b) quarantines or regional medical crises, (c) shortages or inability to obtain materials or components, (d) labor strikes or lockouts, (e) riot, strike, insurrection,
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 (“Anti-Corruption Laws”). Without limiting the foregoing, Buyer hereby certifies:

(a) That it will not employ or compensate any current or former employees, officers, or agents of Buyer who will directly or indirectly, offer, pay, give, promise to pay, or authorize the payment of any money, 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 governmental department, agency, or independent regulatory body in any country, national, or political subdivision, (B) any political party or official party; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private company; or (ii) any Person that the Buyer knows or has a reasonable suspicion that a payment or thing of value will be bilaterally, given, promised, directly or indirectly, to any Restricted Person;

(b) That neither the Buyer nor any of its shareholders, directors, officers, employees, nor agents has been found guilty of any act involving bribery, bribery-related offenses, or other corruption, including anti-bribery and anti-corruption acts by US anti-bribery legislation, and other Anti-Corruption Laws and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit;

(c) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or orders of the United States or other jurisdiction, and all applicable laws, will not be violated.

(d) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

(e) That it has not employed or compensated and will not employ or compensate any current or former officer, employee, or agent of Buyer for any purpose.

(f) That, in the event of any investigation by or governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold Seller and its suppliers, agents, and employees harmless from and against any and all loss, costs, including attorneys’ fees, that Buyer may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or the Code of Conduct.

(g) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties set forth in this Section.

(h) That, in the event of any investigation by or governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

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, including, without limitation, information describing use of the Product in conjunction with certain functions, causes of actions, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Buyer may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Buyer warrants that neither it nor any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with a contract with all levels of the administration within the United States or any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

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 as if it were its own confidential information and shall not be used by the receiving party for any purpose other than fulfilling of the obligations of the receiving party. In the event the receiving party receives any information which the receiving party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no fault of recipient, (c) independently developed by recipient, (d) independent from and not derived from any confidential information provided to the recipient, (e) derived from a third party without restrictions similar to those in this section, or (f) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A party shall not, at any time, disclose, transfer, transfer, export or resell any of such information. A party may disclose such information to its affiliates, subcontractors, vendors, and other persons who require access to such information.

21. LIMITATION OF LIABILITY

Seller shall not be liable for Buyer’s failure to provide Products, services, technical assistance, or performance of any agreement or arrangement that impacts Seller’s ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, re-export or re-transfer law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s performance or (3) delays due to Buyer’s failure to comply with applicable import, export, or re-export laws.

Buyer agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the “FCPA”) and all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Laws”). Without limiting the foregoing, Buyer hereby certifies:

(a) That it will not employ or compensate any current or former employees, officers, or agents of Buyer who will directly or indirectly, offer, pay, give, promise to pay, or authorize the payment of any money, 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 governmental department, agency, or independent regulatory body in any country, national, or political subdivision, (B) any political party or official party; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private company; or (ii) any Person that the Buyer knows or has a reasonable suspicion that a payment or thing of value will be bilaterally, given, promised, directly or indirectly, to any Restricted Person;

(b) That neither the Buyer nor any of its shareholders, directors, officers, employees, nor agents has been found guilty of any act involving bribery, bribery-related offenses, or other corruption, including anti-bribery and anti-corruption acts by US anti-bribery legislation, and other Anti-Corruption Laws and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit;

(c) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or orders of the United States or other jurisdiction, and all applicable laws, will not be violated.

(d) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

(e) That it has not employed or compensated and will not employ or compensate any current or former officer, employee, or agent of Buyer for any purpose.

(f) That, in the event of any investigation by or governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold Seller and its suppliers, agents, and employees harmless from and against any and all loss, costs, including attorneys’ fees, that Buyer may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or the Code of Conduct.

(g) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties set forth in this Section.

(h) That, in the event of any investigation by or governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer warrants that neither it nor any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with a contract with all levels of the administration within the United States or any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

21. LIMITATION OF LIABILITY

Seller shall not be liable for Buyer’s failure to provide Products, services, technical assistance, or performance of any agreement or arrangement that impacts Seller’s ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, re-export or re-transfer law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s performance or (3) delays due to Buyer’s failure to comply with applicable import, export, or re-export laws.
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 at the time of delivery, and for a period of 90 days after the date on which such Product is received by Buyer or its agent, the Product is free from defects in materials and workmanship. Seller will repair or replace, at Seller’s option, any defective Product, at no additional cost to Buyer. Buyer shall notify Seller within 20 days of discovery of a defect. If Seller’s examination of the Product in question discloses to Buyer’s satisfaction that the Product is defective, Seller will replace or repair such Product, and (2) ship such Product to return it to its original location. Seller’s obligation and responsibility under this section 21 are limited by the section 21 and the “Limitation of Liability” provision of the Agreement (section 25).

(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 material, 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 (2) ship such Product to return it to its original location. Seller’s obligations hereunder shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is void if the Product has not been tampered with or serviced by any party not authorized by Seller as a repair facility. The customer’s remedies and Seller’s aggregate liability with respect to the warranties provided by Seller hereunder are limited by the section 21 and the “Limitation of Liability” provision of the Agreement (section 25).

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices and standards. Services shall be performed within 20 days from the date services are performed. If applicable, and to the extent permitted by applicable law, Buyer, acting on its own behalf or its agent, shall repair or replace such defective part, and the replacement of parts per the maintenance schedule as prescribed 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. The return goods authorization or returned materials authorization 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 Honeywell without a valid Honeywell return number. Returned Product claims for repair or replacement of a Product will be handled at Seller’s discretion.

22. TECHNICAL ADVICE.

Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the goods furnished hereunder shall not be deemed to be representation of, or any warranty as to, the suitability of the said goods for any purpose or for any particular use. Such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Seller. It is the Buyer’s sole responsibility to determine the suitability of the Products for use in Buyer’s application(s). 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 directly infringes any United States patent or copyright or trademark owned by anyone on any claim for indemnification assessed against Buyer resulting 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 exclusive control, supervision, information, and assistance for the defense of the claim upon request to counsel of Seller’s choice. Seller will not be responsible for any compromise or settlement made without Seller’s consent. Because Seller has exclusive control of resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer shall not incur any expenses on Seller’s behalf without Seller’s prior written approval. Seller will have the right to participate in the defense of any such suit, to the extent it deems necessary, if Seller believes that the inaccuracy or invalidity of the claim has, or will have, a material adverse effect on the business of Buyer.

DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., BATTERIES 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 IN ANY RESPECT BY ANY PARTY OTHER THAN SELLER. THE WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A “SHRINK WRAP” LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

24. INDEMNIFICATION.

Buyer shall indemnify and hold Seller harmless 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 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 PROVISION OF SERVICES HEREUNDER IS LIMITED TO THE SAME AMOUNT THAT SELLER RECEIVED FROM BUYER WITH RESPECT TO SUCH PRODUCT, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (B) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (C) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (D) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (E) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (F) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (G) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (H) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (I) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (J) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (K) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (L) SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN Connection WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES HEREUNDER, WHETHER DUE TO SUCH PRODUCT’S DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; 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If, for reasons other than a "force majeure" event, Seller should default or delay or not deliver goods, Buyer's solvency or ordinary resident in, or pursuant to a United States governmental authority, the European Union Common Foreign & Security and Blocked of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons, Buyer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government.

Buyer’s failure to comply with this provision will be deemed a material breach of the Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to enforce compliance with all sanctions laws without Honeywell incurring any liability.

SCHEDULE A

Termination of Distributors/Resellers

Upon termination or expiration of an Agreement with a Buyer that is a distributor or other reseller, for any reason whatsoever, Buyer shall be obligated: (i) to cease immediately acting as a distributor of Seller and abstain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to reappoint to Seller to be an authorized distributor of Products to be determined in Seller’s sole discretion; (ii) to cooperate with Seller upon its direction in completing all outstanding obligations vis a vis its customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or any other marketing material that is identified with Seller in any manner, and to cease using, holding itself out as having been formerly connected in any way with Seller; (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

Trademarks

The following provisions shall apply in distributor or reseller agreements:

(a) License and Use of Trademarks. Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorized to sell and only in the territory in which Buyer is authorized to sell the "(Trademarks)."

(b) Acknowledgment of Rights and Trademarks. Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer’s use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller’s corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not: (i) use the Trademarks for any unauthorised 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, social media account, 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 and all records related thereto shall be surrendered on demand by Buyer 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) and Low Order Value Administration Fee (LOVAF)

<table>
<thead>
<tr>
<th>MOV</th>
<th>LOVAF</th>
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<tr>
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<td>€73</td>
</tr>
<tr>
<td>€500</td>
<td>€52</td>
</tr>
<tr>
<td>€800</td>
<td>$81</td>
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Returns. Authorisation for return of merchandise must be obtained in writing. Returned material shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RGA/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 3 months. Returned materials not deemed saleable, at the sole discretion of Seller, 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-refundable for credit, with exceptions noted below. RMA’s are valid for 60 days from the date of issue. Materials returned without such authorisation will be disposed of or returned at Buyer’s expense, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

SCHEDULE B – TERMS & CONDITIONS OF SERVICES

1. HONEYWELL shall provide the services with effect from the Commencement Date. HONEYWELL shall provide the services at Customer’s premises during the hours specified in the level of service or, if none are specified, during HONEYWELL’s normal business hours or as set out in HONEYWELL’s Order Confirmation.

2. If in the course of providing the services, HONEYWELL identifies a requirement for any remedial repair or action which is included in the services to be provided by HONEYWELL, HONEYWELL will use reasonable endeavours to carry out the repair (a) at the Customer’s Premises and (b) during the same visit as the original inspection. If that is not reasonably practicable, HONEYWELL will arrange with Customer either to repair the Equipment off site and/or to make a further visit to Customer’s Premises to make the repair. HONEYWELL will use reasonable endeavours to make such repair in accordance with the time scales specified in the Level of Service or, if none is specified, as soon as reasonably practicable during HONEYWELL’s normal business hours.

3. If Customer experiences a defect in or malfunction of any Equipment in respect of which HONEYWELL is to provide the services, Customer shall notify HONEYWELL by telephone, email, or fax. If Customer notifies HONEYWELL by telephone, telephone Customer shall confirm the notification in writing or by fax immediately to the office of HONEYWELL. If Customer makes such notification outside of HONEYWELL’s normal business hours, unless otherwise specified in the Level of Service, the notification shall be deemed to have been made at the beginning of normal business hours on the next business day. HONEYWELL will use its reasonable endeavours to repair and restore the Equipment in accordance with the time scales specified in the Level of Service or, if none are so specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

4. If the Equipment is connected to lines or apparatus in respect of which HONEYWELL does not provide the services, Customer shall not notify HONEYWELL of a defect or malfunction in the Equipment until it has confirmed that such defect or malfunction does not originate in the said lines or apparatus.

5. Unless otherwise specified in the Service Level, the services include provision by HONEYWELL of a single copy of a service report and calibration report.

6. HONEYWELL shall use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and such representatives.

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

8. HONEYWELL will not make any alterations, additions or changes to Equipment at Customer’s Premises unless Customer has accepted in writing a quotation from HONEYWELL.

9. HONEYWELL shall notify Customer if it is aware that any modifications or additions to the Service or Equipment are required by the police, fire or other authority, and shall provide to Customer a quotation for the cost of providing such modifications or additions. HONEYWELL shall provide such modifications or additions if Customer accepts the quotation in writing and Customer shall be responsible for paying the quoted costs of such modifications or additions.

10. The services do not include (a) renewal, replacement or changing of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any line wiring unless specified in the Level of Service or otherwise paid for by the Customer, or (b) maintenance of equipment or material to which the Equipment may be connected.

11. HONEYWELL shall have no obligation to provide the services if: (a) Customer has interfered with the Equipment, or (b) Customer has not maintained the Equipment in accordance with the manufacturer’s recommendations, or (c) in HONEYWELL’s reasonable opinion, the Equipment is obsolete and incapable of service and support on a reasonably economic basis (including without limitation spare parts for the Equipment remaining readily available at a reasonable price). If any of the preceding events applies, HONEYWELL will provide a quotation either to provide services in respect of the relevant Equipment or to replace the relevant Equipment or to bring the relevant Equipment up to standard, and may terminate its obligation to provide the Services in respect of such Equipment without further obligation to Customer unless Customer accepts such quotation in writing.

12. HONEYWELL shall have no obligation to provide the services if Customer fails to obtain and retain any necessary licences, way-leaves or permissions, necessary to provide the Services or to retain the Equipment in its location.

13. If Customer discovers that any parts or materials supplied by HONEYWELL in the course of providing the Services, fails to comply with its specification within a period of 12 months from delivery, HONEYWELL’s sole responsibility shall be to repair, or at HONEYWELL’s option, replace any such defective parts or materials without charge to Customer provided that (a) Customer has used and operated the relevant part or material in accordance with section 30 and (b) if the relevant part or material was not manufactured by HONEYWELL, HONEYWELL’s liability under this section shall be limited to passing on to Customer, to the extent it is able to do so, the benefit of any manufacturer’s warranty received by it.

14. HONEYWELL shall provide the Services with reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL’s sole liability (save for liability arising from death or personal injury caused by negligence) shall be (a) to reperform the relevant Services without charge to Customer (b) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents. 15. Customer shall notify HONEYWELL with full written details as soon as reasonably practicable, and in any event within 30 days, after becoming aware of any failure to which sections 20 or 21 refer. Customer shall allow HONEYWELL full access to the Equipment, and its representatives every facility to investigate the reported failure.

16. HONEYWELL excludes to the maximum extent permissible by applicable law all conditions, warranties and representations, whether express or implied, statutory, customary or otherwise.

17. Customer shall (i) at all times keep the Equipment in the environmental conditions, and use, operate and care for the Equipment, as recommended by the manufacturer of the Equipment or as may from time to time be advised in writing by HONEYWELL; (ii) not move the Equipment from Customer’s Premises without obtaining the prior written consent of HONEYWELL; (iii) not without the written consent of HONEYWELL, allow any person other than HONEYWELL to adjust, maintain, repair, replace or remove any part of the Equipment.

18. Customer is responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the Services and make available free of charge to Seller all necessary ladders or scaffolding or other items required for access to the Equipment provided that where HONEYWELL agrees to do so or provide any such work or items itself, Customer shall pay HONEYWELL’s reasonable charges in respect of that work or those items.

19. Customer shall ensure that HONEYWELL and its authorised representatives have full and free access to the Equipment to and any records of its use, application, location and environment, kept by Customer to enable HONEYWELL to perform its duties.

20. Customer shall take all steps as may be necessary to ensure the safety of any of HONEYWELL personnel who visit any premises of Customer. Cancellation of any service or part contract or order requires written notification to Seller’s Service Department at least ninety (90) days prior to the effective cancellation date. Any service contract or order cancelled will incur a charge equal to 30% of the contract total. Any parts contract cancelled will incur a charge equal to 15% of the contract total. All prepaid service contracts are non-refundable.