7. PRODUCT CHANGES
Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller, in its sole discretion, also may 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 specialty 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 acceptance or at the time of shipment. In the event Buyer has been approved for credit terms by Seller, payment will be due within 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Seller may change Buyer’s credit terms at any time in its sole discretion and may, without notice to Buyer, 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 invoice’s order number, Seller’s invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unapplied payment and fails to reply to Seller’s request for instruction on allocation of sums invoiced, Buyer does so at least thirty (30) days written notice of any change.

1. PURCHASE ORDERS
Purchases 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 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 Products shall be delivered; (h) any specifications or technical data that may not be included in the written order; (i) the 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 Sanctions, as well as the 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. 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 to (a) Seller’s right to accept or reject add-ons or changes; (b) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS
Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) 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. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed 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 more than five percent (5%) higher than anticipated before or 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, increase or decrease the price after written notice of any change. If a dispute arises with respect to Economic Sanctions, 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 Sanctions, as well as the 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.

1. 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 DELAYS
In the event of 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, Seller 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 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: (i) delays or refusal to grant an export license or the suspension or revocation thereof, (ii) embargoes, blockades, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, (iii) fires, earthquakes, floods, tropical storms, hurricanes, tornados, severe weather conditions, or any other acts of God, (iv) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, (g) riots, strike, insurrection, civil disobedience, lawless disturbances, armed conflicts, terrorism or war, declared or not (or impending threat of any of the foregoing, even if such threat might reasonably be expected to cause injury to people or property), (h) inability or
refusal by Buyer’s directed third party to provide Seller parts, services, manuals, or other information necessary to the goods 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 HARDSHIP
If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, materials, duty or fees, and any other costs) are increased or decreased by an unexpected or extraordinary event, as a result of transfer, and/or over Seller’s production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event that 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; (ii) Buyer shall default in payment of any or all amounts due Seller within thirty (30) days after receipt of written notice specifying the failure to perform or breach; (iii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; (iv) Buyer attempts to assign this Agreement or any rights hereunder without Seller’s prior written consent; (v) Buyer ceases to function as a going concern/ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed for Buyer’s assets, or if any proceedings 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; (vi) there is a transfer of substantially all of the assets of Buyer, or a majority interest in the voting stock of Buyer, or the merger or consolidation of Buyer with one or more parties; (vii) dissolution of Buyer or death or any of its partners; (viii) Buyer becomes or ceases to be a party to any agreement, contract, plan, or other arrangement with any governmental body, governmental body or officer, principle, regulatory body, or governmental agency. If, in the opinion of Buyer, any of its officers, employees, agents, representatives, or others used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in combination with any activity involving nuclear fission or fusion, any use or activity that may compromise or otherwise affect United States or other national security, including but not limited to, nuclear, chemical, or biological weapons. In addition, Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the “Code of Conduct”), available at https://www.honeywell.com/who-we-are/ethics-and-compliance.

17. EXPORT AND IMPORT COMPLIANCE.
Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by the United States or other applicable UN, international or national sanctions; (iii) prohibition against supplying to any 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 licenses and permits. In addition, Buyer may not use any software purchased, licensed, and received from Seller, unless the permit or license is obtained from the appropriate authorities. Buyer will use the Products only as permitted by applicable laws and regulations. Buyer will not use the Products, software or technology in connection with any weapons of mass destruction, chemical, biological, nuclear, or radiological weapon, or in support of any military application.

19. DATA COLLECTION, TRANSMISSION AND USE.
Buyer understands that when it uses or installs 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 levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by the Software may be used by Seller to provide Product reporting, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. Buyer acknowledges that personal data collected by the device may be shared with third parties and shared with Honeywell affiliates located outside of European Union (EU), United States, India, China or Mexico. No end-user identifiable data will be provided to any third party. Buyer shall not resell all personal data that Seller is collecting this information and shall conditionally bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA.
The parties may exchange confidential information during the performance or fulfilment 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. These obligations shall not apply to information which the receiving party can show has: (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 wrongful act of recipient, or discovery of recipient from third parties without restrictions similar to those in this section, or (c) 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 recipient of confidential information will not disclose such confidential information to any third party (other than its affiliates) without Seller’s prior written consent. Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

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 components, Seller warrants that the Product sold by Seller hereunder is free from any hidden defects in material or workmanship, and that the Products will conform to Seller’s published specifications, and that Seller will repair or replace any Products (at Seller’s option) that fail to conform to such specifications for a period of the period that is published for each Product or by Seller from time to time commencing on the date such Product is shipped from Honeywell’s facility or the date title to such Product passes to the customer.
Waiver 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, such Product shall be returned to Seller, it being agreed that Seller shall not bear the transportation costs to return the 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 it or 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 claimed defect or nonconformity actually exists and was not caused by improper installation, testing, or use; or misuse or neglect; or any failure of electrical power, air conditioning, or humidity control; 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 practices and are warranted for ninety (90) days from the date services are performed. Seller's obligation and Buyer's sole remedy under this warranty is that Seller will correct or re-perform defective services or refund the 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 are re-performed during the applicable 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: (a) Seller, Seller's Plates,PARTS, SPARE PARTS, SERVICE 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 IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS 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 TO ANY SOFTWARE COMPONENT NOT INCLUDED IN THE LICENSE OR AGREEMENT. THE WARRANTIES, IF ANY, APPLICABLE TO SUCH SOFTWARE COMPONENT SHALL BE SOLELY BETWEEN THE PURCHASER AND THE MANUFACTURER OF THE PRODUCT WHICH CONTAINS SUCH SOFTWARE COMPONENT. THE RIGHTS AND WARRANTIES THAT THE SOFTWARE COMPONENTS 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF SELLER STATED IN SECTION 21 (A) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS, REPAIR OR REPLACEMENT (AT SELLER'S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS. NO EXTENSION OF THIS WARRANTY 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 return the received goods within 30 days of the claim being cancelled. To maintain the warranty, the Buyer must present the original invoice and instructions prescribed in the User's Instructions which shall include: prompt repair or replacement of defective parts, and the replacement of parts per 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 returns authorization (RGA). Seller will provide an RGA number. Return will be accompanied with written authorization and clearly marked with the RGA/RMA number on the shipping contain. No Product returns will be accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.

2. Honeywell will repair the Product to you at our expense in the United States. If applicable, and to the extent permitted by applicable law, Buyer, acting on its own behalf only, shall extend a warranty to its customers no broader in scope than the limited warranty extended to it by Seller. Buyer shall perform and fulfill at its sole expense all of the services, duties, and obligations of Seller hereunder, including, without limitation, maintenance, handling, packaging, storage, and disposition of any Product shipped by Seller, shall repair or replace any Product returned to Seller, and shall notify Seller of any Product shipped by Seller or warranty or by any hardware or software not supplied by Seller, use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products; or a Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashlamps, lamps, batteries, storage-capacitors). This limited warranty does not cover defects which we determine are caused by normal wear and tear or maintenance.

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

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 consistent with Seller's published specifications. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case no later than 24 hours from discovery. “Cybersecurity Event” shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access, to personal data transmitted, stored or otherwise processed. Buyer shall take reasonable steps to immediately remedy and prevent further Events. Buyer shall indemnify the Seller to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and best practices. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case no later than 24 hours from discovery. “Cybersecurity Event” shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access, to personal data transmitted, stored or otherwise processed. Buyer shall take reasonable steps to immediately remedy and prevent further Events. Buyer shall indemnify the Seller to implement and maintain reasonable and appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

22. Technical Advice. Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the Products, which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

23. Indemnification Against Patent and Copyright Infringement. Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States or European patent and that such infringement is the cause of Seller's obligation to perform services corrected or to replace faulty or defective goods. Such defense will result from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim promptly provides any and all materials related to the claim it receives to Seller, and agrees to give sole and complete authority, power, and right to Seller to defend and settle such claim. The expenses incurred by Seller resulting from such suits provided that Buyer notifies Seller in writing of such suits promptly with written consent, and Seller is not liable for any damages, fees, or costs incurred by Buyer for any suit settled without Seller's written 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 its prior written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller's prior written consent thereto.

Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer's designs, drawings, or specifications; (b) any modifications made or any improvements added by Buyer after Seller directly furnished the Product or thereto; (c) combination of the Product with other products not furnished under this 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 not 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. Further, Buyer agrees that it will defend and settle any suit that Seller is required to defend and settle under this section 23 above in Seller's sole and absolute discretion. Buyer will indemnify Seller against any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred in connection with any suit in which Seller is made a party by Buyer or its agents, employees, or customers.

24. Indemnification. Seller 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 provision of services to Buyer, regardless of the form of action giving rise to such liability, and including any liability under the indemnification provisions of the Agreement (Sections 23 and 24 of these terms and conditions), shall not exceed the aggregate purchase price for the Products in question paid by Buyer under the Agreement for any and all Products or Services delivered by Seller for any and all breach of any of the Seller's representations, warranties, indemnities, or covenants set forth in the Agreement or otherwise provided for under this Agreement. Such limitation shall be severable and applicable to any and all breaches of any of the representations, warranties, indemnities, or covenants set forth in the Agreement or otherwise provided for under this Agreement. Such limitation shall survive the termination of the Agreement.

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

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.
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. 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. Notices sent for this Agreement are deemed received when mailed, as follows: (i) a certified mail, return receipt requested and postage prepaid, or (ii) one business day after deposit if not mailed. Any notification required by a commercial overnight carrier must carry the carrier a written verification of receipt from the receiving party.

27. SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, void, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision similar in terms as may be lawful, valid, and enforceable shall be added hereinto.

28. WAIVER. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

29. APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of the country in which the Honeywell selling entity entering into this Agreement is registered. Seller and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any potential dispute relating to the Agreement will fall under the exclusive jurisdiction of the courts of the country in which the Honeywell selling entity is registered.

30. DISPUTE RESOLUTION (EXECUTIVE ESCALATION). Before the parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference to be held within 30 days of receipt of the formal written notice of dispute. Such conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved by the end of the executive resolution conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

31. PRIVACY. 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’ written approval, which approval will not be unreasonably withheld.

32. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employer, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

33. HEADINGS AND SECTIONS. The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraph or section thereof.

34. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, an insurance with the following limits: (i) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damage; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance 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.

35. ASSIGNMENT; SUBCONTRACTING. Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

36. SURVIVAL. All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

37. SANCTIONS. Buyer represents, warrants, agrees that:

Buyer is not a “Sanctioned Person,” meaning any person or entity: (i) named on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) list of “Specially Designated Nationals and Blocked Persons,” “Sectoral Sanctions Identifications List” or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other similar governmental sanctions laws or programs; or (ii) located or physically located in a jurisdiction that is subject of sanctions administered by OFAC or the U.S. Department of State (each a “Sanctioned Jurisdiction”) and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region; or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons. Buyer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom (“Sanctions Laws”). Buyer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

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 this provision may take any and all actions required to ensure full 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 resell to Buyer 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 trade name identified with Seller in any manner, and to refrain from 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.

Tradedmarks.

The following provisions shall apply in distributor or reseller agreements: (i) 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 expresses authority to sell and only in the territory in which Buyer is authorised to sell (the “Trademarks”). The Trademarks will be used solely in connection of Buyer’s marketing, sale, installation, and servicing of the Products. Upon termination or expiration of the Agreement, Buyer shall immediately cease any and all use of the Trademarks in any manner, except as approved by Buyer to sell its remaining inventory of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.

(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 other element of the Trademarks to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks.

Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademark, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

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

Minimum order Value (MOV) and Low Order Value Administration Fee (LOVAF)

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<thead>
<tr>
<th>MOV</th>
<th>LOVAF</th>
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<tbody>
<tr>
<td>Euro</td>
<td>700 €</td>
</tr>
<tr>
<td>USD</td>
<td>800 $</td>
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</tbody>
</table>

RETURNS. Authorisation for return of merchandise must be obtained in writing. Returned materials will 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 salable, 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-returnable for credit, with exceptions noted below. RMAs 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
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 in need of being provided as 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 are specified, as soon as reasonably practicable during HONEYWELL’s normal working 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, 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, 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 reasonable 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 the Equipment and to any records of its use, application, location and environment, kept by Customer to enable HONEYWELL to perform its duties.

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 re-perform 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’s employees or agents. 15. Customer shall notify HONEYWELL with full written details as so required by HONEYWELL, allow any person other than HONEYWELL to adjust, maintain, repair, replace or remove any part of the Equipment.

16. 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 or provide any such work or items itself, Customer shall pay HONEYWELL’s reasonable charges in respect of that work or those items.

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

18. Customer shall take all steps as may be necessary to ensure the safety of any of HONEYWELL personnel who visit premises of Customer. Cancellation of any service or parts 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.