1. PURCHASE ORDERS.
Purchase orders are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement’s order number; (b) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) location to which the order is to be shipped; (f) any other terms or conditions on Buyer’s order (if any); and (g) the Exceptions and the Terms and Conditions. Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

2. PRICING.
Unless stated otherwise in the 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 for obtaining an export license. Risk of loss or damage to Products passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and other charges incurred by Seller in transporting the Product to Buyer, and Buyer shall pay such charges promptly. Seller reserves the right to ship Product by any carrier. Buyer shall be responsible for all Taxes resulting from the Agreement or Seller’s performance thereunder. 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 by Buyer. This section will survive expiration or termination of the Agreement.

3. ORDER MODIFICATIONS.
Buyer may request changes to orders or quantities in an order within twenty-four (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 accept or reject such request in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS.
Delivery of the Product is subject to the terms and conditions in the applicable Incoterms 2010 or other applicable Incoterms of any related invoices, including but not limited to the time of delivery, and the terms and conditions of each carrier. Seller will invoice Buyer for all shipping, handling, customs, insurance, and other charges incurred by Seller in transporting the Product to Buyer, and Buyer shall pay such charges promptly. Seller reserves the right to ship Product by any carrier. If requested by Buyer, Seller 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 by Buyer. This section will survive expiration or termination of the Agreement.

5. TERMINATION/SUSPENSION.
In the event the parties are not able to agree on a revised Product order, such items in accordance with the applicable laws, the Agreement or this Agreement. Seller may reprice the Product under the Agreement, whether imposed, levied, collected, withheld, or assessed by any governmental entity, including any other order, including open orders. In the event the parties are not able to agree on a revised Product order, such items in accordance with the applicable laws, the Agreement or this Agreement. Seller may reprice the Product under the Agreement, whether imposed, levied, collected, withheld, or assessed by any governmental entity, including any other order, including open orders.
Buyer makes an assignment for the benefit of creditors; (vi) there is a transfer of substantially all of the assets of or, a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vii) dissolution of Buyer or death of any principal owner of Buyer (viii) any officer, principal, stockholder, or any party of Buyer which is incapable of entering into, or has been convicted of any crime that embezzles any property or funds of others; (viii) any conduct or practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (ix) if the Buyer is a corporation, (a) the Buyer sells or transfers for sale or re-sells any Product in contravention of the provision of the Agreement authorizing Buyer to sell as a distributor or reseller; or (b) xvi breach of section 16 or section 18 of this Agreement. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in clause (a) are not exclusive of other remedies that a party may be entitled to under this Agreement or in law.

Mayer may suspend performance under this Agreement at Buyer’s expense if Seller determines that performance may cause a safety, security, or health risk.

10. COMPLIANCE WITH APPLICABLE LAW

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of Products as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Export Control Compliance

Buyer will comply at all times with all United States (US), United Nations (UN) or other national or international laws or regulations concerning: (i) prohibition against commercial bribery or giving anything of value to any government official for the purpose of obtaining or retaining business; (ii) prohibition against falsifying records; (iii) 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; (iv) prohibition against employing the boycott of certain countries covered by US anti-boycott legislation; and (v) 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, permits, and other approvals required in connection with export, re-export, shipments, or transfers of all goods, technology, and software purchased, licensed, and received from Seller. Unless otherwise manually agreed in writing, Buyer shall not sell, transfer, export or re-export any goods or software for use in any activity involving nuclear fission or fusion, or use any handling of any nuclear material until Buyer, at no expense to Seller, obtains all necessary licenses, permits, and other approvals required in connection with such use. Buyer shall not use, transfer or disclose any technology, chemical, or software in connection with any activity involving nuclear fission or fusion, or use any handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Seller will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller’s ability to perform, including: (1) the failure to provide the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, re-export, or re-transfer laws, regulations, or prohibitions; (3) the failure to obtain any licenses, permits, or other approvals necessary for the delivery, use, transfer, or handling of any goods or software; and (4) the failure to provide data, services, or technical data in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to, or loss of, the Products and/or the business relationship. Where such a breach occurs, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCFA or other Anti-Corruption Law, or investigation of Buyer or Seller by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such law.

11. DATA COLLECTION, TRANSMISSION AND USE

Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and may collect information through the use of input devices such as touch panel, buttons, and voice/audio input; power status and properties of the Product, and may also collect data about its usage, such as time that is published for a Product by Seller from time to time or during the performance or fulfilment of the Agreement. Buyer also understands that the data collected is transferred to and processed by “Processor” will process personal data of Buyer, at Seller’s costs, and for the purposes of the disclosing party and shall be kept by the recipient. Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to, or loss of, the Products and/or the business relationship. Where such a breach occurs, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCFA or other Anti-Corruption Law, or investigation of Buyer or Seller by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such law.

Buyer agrees to disclose information related to probable violation of these anticorruption provisions to relevant government agencies.

If Buyer sublicenses any of the services to a subcontractor, subagent, or any other third party, Buyer will, notify in writing, the subcontractors of these anticorruption provisions and obtain a written certification from them. Where the subcontractor ceases to exist or is no longer an agent of Seller, Buyer will include similar anticorruption representations as material terms of that agreement. Failure by the Buyer, or its subcontractors if allowed under this Agreement, to so comply with these anticorruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

12. CONFIDENTIALITY AND PERSONAL DATA

The parties may exchange confidential information during the performance or fulfillment of the Agreement. Buyer and Seller shall maintain the confidentiality of the disclosing party and shall be kept by the recipient. Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to, or loss of, the Products and/or the business relationship. Where such a breach occurs, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCFA or other Anti-Corruption Law, or investigation of Buyer or Seller by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such law.

Sellers (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers (“end user”) for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end user or the data protection authority related to data processing by the Seller will be responded promptly and fully. Buyer shall require additional documentation and standard provided to Buyers, Seller will provide it at no expense. Buyer move or change data processing, Buyer understands that the personal data will ensure that these are being handled properly and at Seller costs. Buyer has the right to audit Seller’s compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) at least 30 days prior to the occurrence of normal workday, or (ii) for extraordinary circumstances of major business course of any contract obtained pursuant to this Agreement or in any contract/purchase currency payable holder. (f) It that has not employed or compensated and will not employ or compensate any current or former employee of the government of the United States or other governmental authority which helps to do business if such employment or compensation violates any law, regulation, policy in the United States or other jurisdiction where the Buyer intends to do business.

That it shall immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCFA, other Anti-Corruption Law, the Code of Conduct or Seller’s policies.

That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and shall provide all the requested documents and make employees available for interviews. Buyer agrees that Seller may disclose information relating to probable violation of these anticorruption provisions to relevant government agencies. If Buyer sublicenses any of the services to a subcontractor, subagent, or any other third party, Buyer will, notify in writing, the subcontractors of these anticorruption provisions and obtain a written certification from them. Where the subcontractor ceases to exist or is no longer an agent of Seller, Buyer will include similar anticorruption representations as material terms of that agreement. Failure by the Buyer, or its subcontractors if allowed under this Agreement, to so comply with these anticorruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

Mayer will deliver timely written notice of such a claim or termination. Buyer is fully responsible for any costs, including attorney fees, that are incurred in connection with proving Buyer’s compliance with the Agreement. Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation by Seller.

If Buyer learns of any violations of the above anticorruption provisions in connection with the performance or fulfillment of the Agreement by its Affiliates, by any employee of the Business Group, or by any third party, Buyer agrees to cooperate fully in Seller’s investigation to determine whether a violation of the provisions stated above or any other provisions of this Agreement has occurred. Buyer will notify Seller of any such violation and permit Seller, its designee, to inspect and audit Buyer and any of its Affiliates, and the books, records, and documents of Buyer, as may be necessary to verify the accuracy and completeness of Buyer’s representations, and to determine the accuracy of any other information that Buyer has provided to Seller and to determine whether a violation of the provisions stated above or any other provisions of this Agreement has occurred. Buyer also agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation by Seller.

Buyer will include similar anticorruption representations as material terms of that agreement. Failure by the Buyer, or its subcontractors if allowed under this Agreement, to so comply with these anticorruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

Buyer shall not use, disclose, transfer, or otherwise provide to any third party, personal data collected by and used by Seller to fulfill the obligations of this Agreement and the “Limitation of Liability” provision of the Agreement applies, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCFA or other Anti-Corruption Law, or investigation of Buyer or Seller by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such law.

Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation by Seller. Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to, or loss of, the Products and/or the business relationship. Where such a breach occurs, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCFA or other Anti-Corruption Law, or investigation of Buyer or Seller by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such law.

Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation by Seller.
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 in this section 21 are set forth in and are limited by this section 21 and the “Limitation of Liability” provision of the Agreement (section 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 materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller’s sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller’s obligation to pay for expenses related to the 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 Seller will correct or re-perform defective services or refund any fees paid for the services, at Buyer’s sole election, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an “as-is” basis.

(c) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT COVER OR INCLUDE DAMAGES (INCLUDING, BUT NOT LIMITED TO, CONSUMER’S LOSS OF DATA, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION SOFTWARE), WHICH HAVE BEEN 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 NOT A PRODUCT MANUFACTURED, OR DISTRIBUTED, OR SHIPPED BY SELLER, OR TO ANY LICENSE AGREEMENT OR DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A “SHINK WRAP” LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO SUCH COMPONENTS OR DOCUMENTS SHALL BE LIMITED TO SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN COMPLIANCE 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 WARRANTIES OF SELLER STATED IN SECTION 21 (A) AND (B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS, REPAIR OR REPLACEMENT (AT 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 receive the returned Products within 30 days of the claim being cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the User’s Instructions which shall include prompt replacement or repair of defective parts, 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. Returned units must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number and the shipping container(s). No Product returns will be accepted by Honeywell without a valid Honeywell reference number. All Products must be clean and decontaminated prior to return shipment. (2) Honeywell will reship the Product to you at our expense in Sweden. If applicable and in accordance with local law, we will ship the repaired or replaced Product only if the third-party element is returned to Seller in accordance with the limited warranty extended to it by Seller. Buyer shall perform and fulfill at its sole expense all of the terms and conditions of each warranty, including providing reasonable assistance with respect to product recall or other warranties by Seller, subject to the obligations of Seller set forth herein. (3) Seller’s obligation under the limited warranty for the Product is deemed to have been exhausted or covered by any of the following: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller’s instructions; (b) accident, alteration, modification, contamination, fire or other acts of God, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller’s manufactured Products; or (e) 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, aging, 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: (1) to any Product determined by Seller to have been used after having been arrested a fault; (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 FDA 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 that meets the minimum hardware and software requirements set forth in Seller’s Limited Warranty. Buyer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable laws, security standards, and best practices. Seller shall not promptly notify Seller of the Cybersecurity Event, in any case no longer than in 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 any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer’s expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Seller may use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event to the extent and in the manner which it deems necessary and makes available to Buyer for review. Seller will not be liable for damages caused by a Cybersecurity Event resulting from Buyer’s failure to comply with the Agreement or Seller’s failure to maintain reasonable and appropriate security measures. Buyer is responsible for any damages, fees, or other compensation arising from any Cybersecurity Events and warrants and 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 shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Seller. It is the claim of infringement without being in the capability 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 a valid United States or European patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim and (a) Buyer does not consent to the infringement; (b) Buyer follows the instructions of Seller in the User’s Instructions which shall include, but not limited to, sole and complete information, and assistance (at Seller’s expense) for the defense and disposition of the claim using counsel of Seller’s choice. Seller will not be responsible for any compromise or settlement of Buyer’s claim. Because Buyer is responsible for any compromise or settlement of Buyer’s claim 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 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.

24. INDEMNIFICATION

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

25. LIMITATION OF LIABILITY: LIMITATION ON ACTIONS

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (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 TO SELLER UNDER THE AGREEMENT; (B) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS ARISING FROM BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE, OR CORRECTIVE USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARYLY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS) AND THIS SECTION 25 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER’S BARGAIN HEREUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, OTHER, OR ANY OTHER LEGAL ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW.

If, for reasons other than a “force majeure” event, Seller should default or delay or not deliver Products, Buyer’s sole remedy against Honeywell is an option to cancel Buyer’s purchase order, through prior written notice to Honeywell.
26. SOFTWARE LICENSE. “Licensed Software” means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement, subject to a separate software license between the parties. Buyer is entitled to use the Licensed Software, as more particularly defined in this Agreement, in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used. (a) Ownership. Seller (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Seller, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. (b) Transfer of Licensed Software. Buyer may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Buyer’s sale of any Seller or Buyer product on which the Licensed Software is installed or with which it is used. Buyer is to retain no copies. Buyer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior express written consent. (c) Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made. (d) Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. (e) Negation of Other Licenses. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Seller to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or industrial ownership otherwise than as herein granted to Seller or its affiliates. sublicenses below or other definitions or units. The contractual relationship between Seller and Buyer only allows the Buyer the right to use the Products, and no rights to either modify or reproduce. (a) Notice. Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer’s authorized representative or, if to Seller, to Seller’s authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt of the receiving party or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. (b) Severability. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. (c) Waiver. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein. (d) 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 and 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.

32. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper will be subject to the parties’ mutual written approval, which approval will not be unreasonably withheld. 

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

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

35. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages. Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum “A -, X” by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured. 

36. ASSIGNMENT; SUBCONTRACTING. Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that 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.