

# VERSION EFFECTIVE AS FROM 1<sup>ST</sup> APRIL 2021

## TERMS & CONDITIONS OF SALE

References to "Honeywell", "Seller", "we", "us" or "our" are to the member of the Honeywell International Inc. group of companies to which you issued your Purchase Order or enter into a Contract with. These terms and conditions of sale ("Terms and Conditions") are effective April 1, 2021 and supersede all previous terms and conditions relating to Honeywell products or services (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 out in Schedules A and B attached hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions. "Purchase Orders" means a purchase order submitted by Buyer to Seller for the purchase of our Products. These Terms and Conditions and all Purchase Orders (and if applicable any other separate agreement between us and you that specifically incorporates by reference these Terms and Conditions) (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersede any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in writing signed by an authorised representative of each party. Any conflict between the documents which comprise an Agreement shall be resolved by giving precedence in the following order: (i) the relevant Purchase Order; (ii) any separate agreement between Seller and Buyer (if any); (iii) the Exceptions; and (iv) these 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.

### **1. PURCHASE ORDERS.**

Purchase Orders, including any revised and follow-on orders, are non-cancellable except as expressly set out in the Agreement and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) that the Terms and Conditions are incorporated; (b) order number; (c) Seller's Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation.

Seller's sale of Products shall be subject only to these Terms and Conditions and no other terms and conditions shall apply. Any terms or conditions on a Purchase Order which are conflicting, additional, and/or different to these Terms and Conditions; and any other instrument, agreement, or understanding which are deemed to be material alterations to these Terms and Conditions, are rejected and are not binding upon Seller. Seller's acceptance of a Purchase Order is subject to Buyer's assent to these Terms and Conditions in their entirety. Buyer's acceptance of delivery from Seller constitutes Buyer's acceptance of these Terms and Conditions in their entirety.

Unless otherwise agreed by Seller, all Purchase Orders must be placed through Honeywell Partner eCommerce Platform (<https://shop.honeywellsafety.com> or any successor website advised by Seller in writing). If Buyer is allowed by Seller, in its sole discretion, to place manual Purchase Orders, a charge of USD 35 (or GBP equivalent) may be assessed to any manually placed Purchase Order.

### **2. PRICING.**

Unless stated otherwise in the Seller's order confirmation, prices are CIP (Incoterms 2010). Buyer is liable for all other transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable.

### **3. ORDER MODIFICATIONS.**

Buyer may request add-ons or changes to quantities in an order within 24 hours of order placement (or later in Seller's sole discretion), provided that the order is open and not in a shipping status or closed, and subject in full 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 dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Buyer's designated facility. Risk of loss or damage to Products passes to Buyer upon delivery to the carrier at the Seller's place of shipment. Seller also reserves the right to ship Products to Buyer freight collect. Delivery shall be the point at which Seller hands the Products over to the carrier at the Seller's place of shipment or, where Seller ships the Products to Buyer freight collect, the point at which Buyer receives the Products. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer for which Seller is not liable, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Within thirty (30) days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all Products will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer's acts or omissions. Title to Products passes to Buyer upon full payment. Seller will schedule delivery (and use commercially prudent reasonable efforts to ship) in accordance with its standard lead time unless Buyer's order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. 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. INSPECTION AND ACCEPTANCE.**

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed thirty (30) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller's published specifications or such specifications which are mutually agreed to by the parties. Seller will 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 improper, Buyer will be responsible for all expenses caused by the improper rejection.

### **7. PRODUCT CHANGES.**

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

### **8. CANCELLATIONS.**

No purchase order may be cancelled by Buyer without the prior written consent of the Seller which consent shall be in Seller's sole discretion and subject to (i) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

### **9. TERMS OF PAYMENT.**

Seller will invoice Buyer for Products sold to Buyer upon delivery. Partial deliveries will be invoiced as they are delivered. Payment is due thirty (30) calendar days from date of invoice. Payments must be made in the currency set out in Honeywell's order confirmation unless agreed otherwise in writing. If Buyer fails to pay in full on the due date any sum payable by it, Seller may withhold performance until all due amounts and interest that is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on the outstanding amounts at the lower of 1.5% per month or the maximum rate permitted by applicable law, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable legal fees; (d) withhold from Buyer any rebate payments; (e) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to Seller's statutory rights. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer's credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller's affiliates.

### **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, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then 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 pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding 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.

### **11. PACKING.**

Where Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller's general packing instructions, suitable for airfreight.

### **12. BUYER CAUSED DELAY.**

Seller is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer's risk and expense and may charge Buyer for the delay.

### **13. FORCE MAJEURE.**

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to Force Majeure. "Force Majeure" is an event beyond the non-performing party's reasonable control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) epidemics, pandemics, quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labour strikes or lockouts, (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (h) inability or refusal by Buyer's directed third party to provide Seller parts, services, manuals, or other information necessary to the Products or services to be provided by Seller under the Agreement. If Force Majeure 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, labour, regulation, transportation, raw material, feedstocks, or Product) increases by more than five percent (5%) over Seller's production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. If 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' notice to Buyer.

### **15. TERMINATION/SUSPENSION.**

Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights under this Agreement without Seller's prior written consent; (iv) Buyer becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended) or threatens to cease to carry on the whole or a substantial part of its business, any distress or execution is levied upon Buyer's property or assets, the other party makes or offers to make any voluntary arrangement or composition with its creditors, any resolution to wind up the Buyer is passed, any petition to wind up Buyer is presented or an order is made for the winding up of the Buyer, the Buyer is the subject of a notice of intention to appoint an administrator or is the subject of a notice of appointment of an administrator or is the subject of an administration application or becomes subject to an administration order or has an administrator appointed over it, a receiver or administrative receiver is appointed over all or any of the Buyer's undertaking property or assets, an application is made for a debt relief order or a debt relief order is made in relation to Buyer, the Buyer is dissolved or otherwise ceases to exist or the equivalent of any of the events described in this section 15 occurs in relation to Buyer under the laws of any jurisdiction; (v) there is a transfer of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of Buyer or death of any principal owner of Buyer (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is

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indicted for or convicted for any crime or converts or 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 distributor or other reseller, the Buyer sells or transfers for sale or resale any Product in contravention of the provision of the Agreement authorising Buyer to act as distributor or other reseller; or (x) any 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 this section are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity.

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

### 16. COMPLIANCE WITH APPLICABLE LAW

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, 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 2012/2/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.

### 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 complying with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialised technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Honeywell. Unless otherwise mutually agreed in writing, Buyer shall not sell, transfer, export or re-export any goods or software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or Software may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to Honeywell, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to the Honeywell and adequate in Honeywell's opinion to protect Honeywell against any type of liability.

Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer shall indemnify on demand Seller from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with Buyer's or its customers' non-compliance with Export/Import Control Laws. Buyer shall include provisions in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, then Buyer's freight forwarder will export on Buyer's behalf, and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with Export/Import Control Laws. Seller will provide Buyer's designated freight forwarder with required commodity information. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, 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.

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 or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, or re-export 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, transfer, export, or re-export laws or regulations.

### 18. ANTI-CORRUPTION LAWS AND CODE OF BUSINESS CONDUCT.

Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct (the "Code of Conduct") which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance>. In addition, Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the "FCPA") and with the Bribery Act 2010 and all other applicable anti-bribery and anti-corruption legislation ("Anti-Corruption Law"). Without limiting the foregoing, Buyer hereby certifies:

- (a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, solicit, pay, give, promise to pay or give, or authorise the payment or giving 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 government, any government department, agency, or instrumentality, any government - controlled entity, or public international organisation; (B) any political party or party official; (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 customer; or
  - (ii) any Person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.
- (b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents, to its best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of the FCPA or other Anti-Corruption Law.
- (c) That, in the event after execution of this Agreement Buyer becomes, or proposes to become, a Restricted Person, Buyer shall immediately notify in writing Seller and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure compliance with all applicable laws, regulations or policies of the United States or in the jurisdiction(s) where the Buyer intends to do business.
- (d) That it will maintain accurate books and records in accordance with their internal procedures along with supporting documentation. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer's compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.

- (e) 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 under this Agreement.
- (f) That it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or the United Kingdom or other jurisdiction where the Buyer intends to do business if such employment or compensation violates any law, regulation, or policy in the United States and the United Kingdom or the other jurisdiction where the Buyer intends to do business.
- (g) 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 FCPA or other Anti-Corruption Law or the Code of Conduct or Seller's policies.
- (h) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if any, of the Agreement.
- (i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, the Code of Conduct, or Seller's policies, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, if there is 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 shall indemnify on demand Seller from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, damages and losses (including all fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with 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.

If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department and/or the (c) Business Sponsor or Strategic Business Group President in writing, of the Buyer's knowledge or suspicion. Buyer agrees to cooperate fully in any Seller investigation to determine whether a violation of the provisions stated herein has occurred. Buyer agrees to 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 subcontracts 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 of compliance. Where a written agreement exists between Buyer and the subcontractor, 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.

Distributor must successfully complete the online anti-corruption training module within 30 days from the date the course is assigned by Honeywell; or alternatively furnish a valid TRACE certificate to confirm its completion of a similar anti-corruption course provided by TRACE.

### 19. DATA COLLECTION, TRANSMISSION AND USE.

Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimise customer usage, development, and quality control/improvement of such Products. Buyer acknowledges that personal data collected by the device may be stored with third parties and shared with Honeywell affiliates located outside of European Union, as in USA, India or Mexico. No end-user identifiable data will be provided to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually 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 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 wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) 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 may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

Seller ("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. Shall Buyer require additional documentation and standard provided to Buyers, Seller will provide it at Buyer's costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled properly and at Seller costs. Buyer has the right to audit Seller's compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least thirty (30) days' prior notice; (ii) occur during normal working hours and (iii) shall not interfere with regular course of business. Any costs related to the audit will be born only by the Buyer. Upon termination of this Agreement, Seller shall erase or anonymise the personal data of the Buyer or the end user, at its discretion.

### 21. WARRANTY TERMS.

Subject to the provisions of this section 21 and the "Limitation of Liability" provision of the Agreement (section 25), with respect to each Product sold by Seller under this Agreement (excluding software or software components), Seller warrants that, for a period of twelve (12) months from the time of shipment by Seller to Buyer or a period of time that is published for a Product by Seller from time to time commencing on the date such Product is shipped from Honeywell's facility (such period referred to as the "Warranty Period"), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, fitness for purpose, performance, accuracy, and effort for such software is with the Buyer. To the maximum extent permitted by applicable law, Seller excludes all conditions, warranties and representations, whether express or implied, regarding

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any of its software or software components and its accompanying documentation. The warranties provided by Seller in this section 21 are the only warranties provided by Seller with respect to the Products sold under this Agreement, and may be modified or amended only by a written instrument signed by Seller and accepted by Buyer. The warranties do not apply if, in the sole opinion of Seller, the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorised by Seller as a repair facility. The Buyer's remedies and Seller's aggregate liability with respect to the warranties provided by Seller in this section 21 are set out 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 under this Agreement, 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 obligations under this Agreement shall arise only if Seller's examination of the Product in question discloses to Seller's satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use; any misuse or neglect; 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 good industry practice 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 fees paid for the services, at Seller's sole discretion, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an "as-is" basis only.

(c) **OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN THIS SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G. PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN THIS 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 OR REPRESENTATIONS 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN THOSE WARRANTIES WHICH ARE SET OUT IN THIS SECTION 21, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED. THE EXPRESS WARRANTIES OF SELLER STATED IN THIS SECTION 21 ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. THE EXPRESS OBLIGATIONS OF SELLER STATED IN SECTION 21 (a) AND (b) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, FOR LOSS (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) OR FOR INJURY (SAVE FOR LIABILITY ARISING FROM DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE) 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 OR INJURY (SAVE FOR LIABILITY ARISING FROM DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE). NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET OUT IN WRITING AND SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE SELLER.**

(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 twenty (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 thirty (30) days or the claim will be 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 out in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorisation (RGA) or Returned Materials Authorization (RMA) number. Returns must be accompanied with approved, written authorisation and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be accepted by Seller without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.

(2) Seller will reship the Product to you at our expense in the United Kingdom. If applicable, 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 fulfil at its sole expense all of the terms and conditions of each warranty, including providing reasonable assistance with respect to product recall or other warranty actions by Seller, subject to the obligations of Seller set out in the Agreement.

(3) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller's instructions; (b) accident, alteration, modification, contamination, foreign object damage, 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 (e.g. flashtubes, 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: (1) to any Product determined by Seller to have been used after having arrested a fall; (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions; and (3) to any first-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 with at least the minimum standards specified by Seller. Buyer understands and warrants that 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 cybersecurity standards and best practices. "Cybersecurity Event" shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case within 24 hours from its discovery. 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 Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused by a Cybersecurity Event resulting from Buyer's failure to comply with the Agreement or Buyer's failure to maintain reasonable and appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the 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 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 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 shall defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a patent or copyright valid in the United States, United Kingdom or European Union, to the extent based on the Product as delivered by Seller, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Seller as soon as it becomes aware of the third-party claim, promptly provides to Seller any and all materials related to the claim it receives, and agrees to give sole and complete authority, information, and assistance (at Seller's expense) for the defense and disposition of the claim. Seller will not be responsible for any compromise or settlement made without Seller's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, 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) designs, drawings, or specifications provided by Buyer or at its direction; (b) Products used other than for their ordinary purpose; (c) combining any Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or, if not, of software provided with the Product released by Seller; or (e) any alteration, customisation, or other modification of the Product other than by Seller. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller's obligations to Buyer as set forth in this "Indemnification against patent and copyright infringement" article for any claim against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made or if Seller believes that such a claim is likely, Seller may, at its option, and at its expense, procure for Buyer the right to continue using the Product; replace or modify the Product so that it becomes non-infringing; or accept return of the Product or terminate Buyer's license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease supplying Products it believes may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this provision is subject to the "Limitation of Liability" provision of the Agreement.

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES IN RESPECT OF ANY CLAIM, ACTION OR DEMAND RELATING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS REGARDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE EXCLUDED.

### 24. INDEMNIFICATION.

Buyer shall indemnify on demand Seller from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, damages and losses (including all fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with 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 RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24), 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 TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE: (1) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS; (2) PURE ECONOMIC LOSS, COSTS, DAMAGES OR CHARGES; (3) LOSS OF PROFITS; (4) LOSS OF REVENUES; (5) LOSS OF CONTRACTS; (6) LOSS OF ANTICIPATED SAVINGS; (7) LOSS OF BUSINESS; (8) LOSS OF GOODWILL; AND (9) LOSS OF USE OR THE LOSS OR CORRUPTION OF DATA, 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 PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED IN SECTIONS 21, 23, 24, AND THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24) AND THIS SECTION 25 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS AND EXCLUSIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS

## VERSION EFFECTIVE AS FROM 1<sup>ST</sup> APRIL 2021

SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE 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. THE LIMITATION AND EXCLUSIONS OF LIABILITY SET OUT IN SECTIONS 21, 23, 24 AND THIS SECTION 25 DO NOT APPLY TO: LIABILITY ARISING FROM DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE; BREACH OF TERMS REGARDING TITLE IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND/OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; LIABILITY ARISING AS A RESULT OF FRAUD OR MALPRACTICE; AND ANYTHING ELSE WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, TO WHICH NO LIMIT APPLIES.

If, for reasons other than Force Majeure, Seller should default or delay or not deliver Products, Buyer's sole remedy against Seller is an option to cancel Buyer's purchase order, through prior notice to Seller.

### 26. SOFTWARE LICENSE.

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

### 27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS.

Buyer recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Seller or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Seller and Buyer only allows the Buyer the right to use the Products, and no rights to either modify or reproduce.

**28. NOTICES.** Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered: (a) by certified mail, return receipt requested and postage prepaid, two (2) calendar days after mailing; or (b) by next day delivery with a commercial overnight carrier, one (1) business day after deposit with such carrier provided the carrier obtains a written verification of receipt from 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.

**29. SEVERABILITY.** If any provision or portion of a provision under this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and shall be replaced with a provision as similar in terms as may be legal, valid, and enforceable.

**30. WAIVER.** All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for under this Agreement, 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 under this Agreement.

**31. APPLICABLE LAW AND FORUM.** This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the laws of England and Wales. 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. The English courts will have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including disputes relating to any non-contractual obligations.

**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 as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party, and neither party has the right to bind or obligate the other, except as otherwise provided in this Agreement. 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.

**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 a Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and limit of EUR 2,000,000 in the aggregate for bodily injury and property damages. Buyer shall deliver certificates to Seller and shall 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. In addition, all such policies shall name Seller as an additional insured.

**36. ASSIGNMENT; SUBCONTRACTING.** Neither party will assign, transfer, grant any security interest over or hold on trust 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 all or any of its rights or obligations under 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, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

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

### RIDER 1 – bribery and anti-corruption

The Buyer has complied with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the "Act").

In this section, Associated Person means in relation to the Buyer, a person (including without limitation an employee, agent or subsidiary) who performs or has performed services for or on that company's behalf.

No Associated Person has bribed another person (within the meaning of section 7(3) of the Act) intending to obtain or retain business or any advantage in the conduct of business for The Buyer.

The Buyer has in place adequate procedures (within the meaning of section 7(2) of the Act) designed to prevent their Associated Persons from undertaking such conduct.

Neither the Buyer nor any of its Associated Persons is or has been subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under the Act. No such investigation, inquiry or proceedings have been threatened or are pending. There are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

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