

Honeywell Productivity Solutions Limited Terms and Conditions of Sale

1. Applicability. Purchase orders placed by Company (“**Order**”) for the purchase of: (a) products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “**Products**”) or, (b) services to support a defined customer requirement or product-related repair services performed by Honeywell for Customer’s covered Product(s) for which Customer has purchased Coverage as defined below (“**Services**”) will be governed solely by these terms and conditions of sale (“**Agreement**”), unless and to the extent that a separate contract is executed between Company and Honeywell. Company is defined as the procuring party and Company and Honeywell are collectively referred to as the “Parties” and individually as a “Party.” This Agreement will apply to all Orders for Products or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “Order” within this Agreement may refer to the contract between the Parties.

2. Purchase Orders. Orders are non-cancelable, including any revised and follow-on Orders, and will be governed by the terms of this Agreement. Orders will specify: (a) Order number, (b) Honeywell’s Product part number or quotation number as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoices will be sent for payment. Purchase orders are subject to acceptance by Honeywell. Honeywell’s acknowledgment of receipt of an Order will not constitute acceptance. Any Orders provided under this Agreement are for the purpose of identifying the information in (a) through (g), above. Unless expressly agreed to in writing by Honeywell, any terms conflicting with the terms of this Agreement will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect.

3. Delivery. Except as otherwise specified by Honeywell in a price list or otherwise in writing, delivery terms are Free Carrier (FCA Incoterms 2020), Honeywell’s or Honeywell-designated dock with the exception that Company is responsible for all duties, taxes, and other charges payable upon export. Honeywell will schedule delivery in accordance with its standard lead time unless the Order states a later delivery date or Honeywell otherwise agrees in writing. If Honeywell prepays charges for transportation or any

special routing, packing, labelling, handling, or insurance requested by Company, Company will reimburse Honeywell upon receipt of an invoice for those charges. Title will pass to Company upon full payment.

4. Shipping. Honeywell shall use reasonable efforts to ship Products to Company in accordance with the shipment schedule provided to Honeywell by Company. Honeywell reserves the right to ship Products as early as five (5) business days prior to the requested shipment date in order to accommodate Honeywell’s overall shipment schedules. Notwithstanding the foregoing and without limiting the generality of Section 10 below, Honeywell shall not be liable for damages of any kind as a result of a delay in shipment for any reason.

Except as provided above, Company shall not be entitled to change a previously requested shipment date or cancel an order for any Products except with Honeywell’s prior express written consent, which consent shall be in Honeywell’s sole discretion. If Honeywell gives its consent pursuant to the preceding sentence but the Products involved have already been shipped to Company, then: (1) Company shall return the Products to Honeywell and pay all related shipping, handling, customs and insurance charges (for both shipping the Products to Company and returning the Products to Honeywell); and (2) Company may be charged by Honeywell a restocking fee to cover rework and handling fees.

5. Performance of Services This section 5 shall apply to Services performed as part of a Coverage. All Services will be performed Monday through Friday, 8:00 a.m. - 4:30 p.m. Local time based on the Honeywell Service Center location, excluding applicable holidays. If Customer requests Services outside such time, charges for overtime and additional expenses will be billed to and pre-paid by Customer. Services are limited to attempting to restore the Products to working condition. Customer will promptly notify Honeywell of any malfunction or request for service for any of the Products covered under this Agreement. Honeywell is not obligated to provide Services that result in a significant betterment or capital improvement to the Products covered hereunder. Honeywell reserves the right to discontinue Services or refuse to perform any Services, in its sole and commercially reasonable discretion(i) due to Honeywell’s inability to support a Product after a required component is no longer

available for purchase on a commercially reasonable basis, (ii) after a Product has reached its End of Service date, or (iii) Product has been subjected to excessive and chronic abuse that is not successfully corrected by a joint Honeywell/Customer remediation plan. Product servicing shall not serve to extend the term of the Product warranty. Honeywell may provide the Services at Honeywell owned Service Centers or Honeywell Authorized Service Centers at Honeywell's discretion.

Detailed descriptions of the applicable Coverage are set forth in the applicable Service Description found at: www.Honeywellaidc.com/agreements.

Service Coverage is subject to Customer's prepayment of non-refundable Service Fees. Honeywell shall not be obligated to perform Services if applicable Service Fees and charges are not timely paid, and Honeywell has the right to suspend Services until its receipt of the applicable Service Fees and other Service Charges and amounts due to Honeywell. Honeywell's suspension of Services shall not extend the Term of Service Coverage. If Customer wishes to receive Services, if available, Fees will be charged in accordance with the applicable prices published by Honeywell from time to time. Service Fees and charges are non-refundable.

Customer warrants that all Products are in working condition as of the Effective Date of this Agreement stated on the cover page. Honeywell may require Product to be inspected at current on-site inspection rates prior to coverage being offered or effective if Product is not new or has not been continuously covered by a Honeywell service contract. If remedial repairs are required, Honeywell will provide a cost estimate at current parts and labor rates or at current flat rate repair rates. Such repairs must be completed before Product can be covered under this Agreement.

Customer agrees to provide a suitable environment for the Product as specified by Honeywell, and when Services are provided at Customer site, to provide Honeywell full and safe access to the Product.

The Term of Service Coverage is twelve months from the Effective Date, unless another period is specified on the cover page or otherwise agreed by the parties pursuant to a fully executed agreement for Services. Service Coverage may be terminated by Honeywell for convenience upon thirty days advance written notice. The Term of Service Coverage is twelve months from the Effective Date, unless another period is specified on the cover page or otherwise agreed by the parties pursuant to a fully executed agreement for Services. Service Coverage may be terminated by Honeywell for convenience upon thirty (30) days advance written notice.

6. Acceptance. (a) **Products:** Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within thirty (30) calendar days after delivery. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled "Taxes", Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection. (b) **Services:** Company will inspect Services within ten (10) calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company's sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

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

Company may request changes to the scope of this Agreement subject to written acceptance by Honeywell. Honeywell will inform Company if the change causes a price modification or a schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of the change order.

8. Prices. Prices for each Product will be priced at the price in effect on the date of Honeywell's Order acknowledgement, contingent upon the requested delivery date must be before the end of the subsequent year. Pricing may not be available if the published lead-time results in a delivery date beyond the subsequent year, in which case Company will update the Order to reflect applicable year pricing as soon as such pricing becomes available. Prices are stated in EUR currency. Honeywell reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within this Agreement, if there are specific written price and/or escalation terms agreed between Company and Honeywell, then those specific terms shall prevail in the

event of inconsistency with this general “PRICES” article. Prices are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any changes. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Company’s orders during the period between notification of and the effective date of the price increase; if Company’s order volume during that time period is more than five percent (5%) higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders. Honeywell may, from time to time and in its sole discretion, issue surcharges on this and new Orders in order to mitigate and/or recover increased operating costs arising from or related to: **(a)** foreign currency exchange variation; **(b)** increased cost of third-party content, labor and materials; **(c)** impact of duties, tariffs, and other government actions; and **(d)** increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”). Economic Surcharge shall not exceed 1.5% from the total Order value. Such Economic Surcharge does not apply if the Order is to be delivered upon within four (4) weeks after the Order has become binding.

Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

9. Payments Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Company, has been approved for credit terms, payment for that order will be due no later than thirty (30) calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, Honeywell may change Company’s credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for

any order, including open orders.

Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payments must be made in GBP currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company’s order number, Honeywell’s invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above.

Payments must be in accordance with the “Remit To” field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell’s request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (15) calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

If Company is delinquent in payment to Honeywell, Honeywell may at its option: **(a)** withhold performance until all delinquent amounts and late charges, if any, are paid; **(b)** repossess Products or software for which payment has not been made; **(c)** assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; **(d)** recover all costs of collection, including but not limited to reasonable attorneys’ fees; and **(e)** combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company’s credit standing at any time and modify or withdraw credit.

10. Setoff. Company will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Honeywell, its parents, affiliates, subsidiaries or other divisions or units.

11. Warranty. (a) Products. Honeywell warrants that at time of shipment to Company its Products will comply with applicable Honeywell drawings and for a period of time that is published from time to time for each Product by Honeywell (“Product Warranty Period”), the Products will be free from defects in workmanship and material. The software and software components, including any documentation designated by

Honeywell 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 Company. To the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties and representations, whether express or implied regarding any of its software or software components or any of its accompanying documentation. Since the Products are sensitive to static, the responsibility to protect them from static damage is solely that of Company.

This warranty runs to the Company, its successors, assigns, and customers. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty. "Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance. "Product" means end items, line replaceable units and components thereof, including those returned for exchange. Company must notify Honeywell in writing during the warranty period of a Nonconformance and, within twenty (20) calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell's written instructions. Company must return the defective Product to Honeywell within the warranty period, properly packaged, and with insurance and transportation costs prepaid. Honeywell must receive the returned goods within thirty (30) days or the claim will be cancelled. Honeywell's obligation and Company's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Product Nonconformance. All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. Honeywell assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Honeywell's nearest warranty repair facility for such Products. Company will provide copies of freight invoices to Honeywell upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: **(1)** maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; **(2)** alteration, modification, or repair by anyone other than Honeywell or those specifically authorized

by Honeywell; **(3)** accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; **(4)** damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; **(5)** use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Products.; **(6)** any static damage. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. **(b) Services.** **(1)** This sub-section 1 shall apply to Services not performed as part of a Coverage. Honeywell warrants that Services will comply with the requirements stated in this Agreement. This warranty is valid for ninety (90) days from the date Services are performed. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell 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. **(2)** This sub-section 2 shall apply to Services performed as part of a Coverage. Honeywell warrants that the Services shall be performed in a good and workmanlike manner and upon return shipment of the Product to Customer; any material included in the Services shall be free from defects under normal and proper use. Honeywell reserves the right to use new or refurbished parts and products in connection with the Services. Honeywell's liability under this Service warranty is limited to Products returned as directed by Honeywell, transportation prepaid, to Honeywell's designated Service facility within ninety (90) days after Service, and found by Honeywell to have failed to function solely because of Honeywell's defective workmanship or Honeywell's installation of defective materials during the applicable Service. Honeywell's Service warranty is limited to repairing and returning said Products using new or refurbished parts and/or products. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell 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.

(c) Disclaimer.

This limited warranty does not extend: **(1)** to any Product determined by Honeywell 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.

THE EXPRESS WARRANTIES OF HONEYWELL ABOVE DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY HONEYWELL, 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 HONEYWELL OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF HONEYWELL STATED IN SECTION 11 (A) ABOVE 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. HONEYWELL MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

12. Recommendations. Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the Products shall not be construed as conditions, representations or warranties of any kind, express or implied, and such information is accepted by Company at Company's own risk and without any obligation or liability to Honeywell. It is Company's sole responsibility to determine the suitability of the Products for use in Company's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability to Honeywell.

13. Excusable Delay or Nonperformance. Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-

performing Party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) 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, equipment, energy, or components; (f) labor strikes or lockouts; and (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). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will remain otherwise unaffected.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

14. Manufacturing hardship. If for any reason Honeywell'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 Honeywell's production or purchase costs for the Product on the date of entering into this Agreement, then Honeywell may, by notice to Company 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 Honeywell may terminate this Agreement on ten (10) days' notice to Company.

15. Termination. Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events: (a) the other Party materially breaches this Agreement and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach; (b) the other Party 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; or (c) any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings. 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 clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

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

16. Applicable Law. This Agreement will be governed by the laws of England and Wales, without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, The Contracts (Rights of Third Parties) Act 1999 and any successor law to either is specifically excluded. English courts will have exclusive jurisdiction to adjudicate any dispute arising out of or related to any transaction / order covered by this Agreement.

17. Limitation of Liability.

- A. In no event shall Honeywell be liable for: (1) any indirect, incidental or consequential loss; (2) any loss arising from business interruption; (3) loss of profits; (4) loss of revenue; (5) loss of anticipated savings; (6) loss of goodwill; (7) loss or corruption of data; (8) loss of opportunity.
- B. Honeywell shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.
- C. Honeywell's liability for loss, damage and interest under this Agreement is limited to the price for the specific Product or Service that gives rise to the claim.
- D. Honeywell does not seek to exclude or restrict its liability in relation to: (1) death or personal injury resulting from negligence; (2) fraud; (3) the terms implied by Section 11, Sale of Goods Act 1979; or (4) any matter in respect of which, by law, it is not permitted to restrict its liability.
- E. The exclusions and limitations on damages in this section shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based on contract tort, or otherwise.

- F. The Company may not bring any legal action against Honeywell on the grounds of its liability under this Agreement if the Company has not served a notice to the Honeywell within a three (3) month period from when Company became aware of the occurrence of the originating event for such an action.
- G. Company shall co-operate fully in any product hold or product recall campaign organised by the Honeywell and Company shall give all reasonable assistance requested by the Honeywell in recovering Products which are the subject of such a campaign and preventing their sale to third parties.

18. Indemnity Against Patent and Copyright Infringement.

Honeywell will defend Company 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 Honeywell, and indemnify for any final judgment assessed against Company resulting from such suit provided that Company notifies Honeywell in writing promptly after Company is apprised of the third-party claim, and Company agrees to give sole and complete authority, information and assistance (at Honeywell's reasonable expense) for the defense and disposition of the claim.

Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Company's attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Company with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Company's designs, drawings or manufacturing specifications; (b) any combination of the Product with any article or service not furnished by Honeywell; (c) use of other than the latest version of software Product released by Honeywell; (d) any modification of the Product other than a modification by Honeywell; or (e) damages based on a theory of liability other than infringement by the Product.

Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Company as set forth in this "Indemnity Against Patent and Copyright Infringement" article for any claim against Honeywell 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 Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its

expense: (1) procure for Company the right to continue using the Product; or (2) replace or modify the Product so that it becomes non-infringing; or (3) accept return of the Product or terminate Company's license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

If the final judgment assessed against Company is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Company (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Company to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" article of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" article states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties, against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

19. Software License. "Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Company 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 Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company 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.** Honeywell (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 Honeywell, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. **(b) Transfer of Licensed Software.** Company may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company is to retain no copies. Company'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 Honeywell's prior express written consent. **(c) Copies.** Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made. **(d) Protecting Integrity.** Company 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. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. **(e) Reserved.** **(f) 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 Honeywell to Company.

20. Special Tooling and Data. Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

21. Export. Company is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Company must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Company will retain documentation evidencing compliance with those laws and regulations. Honeywell will not be liable to Company for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including: **(a)** the failure to provide or the cancellation of export or re-export licenses; **(b)** 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 Honeywell's performance; or (c) delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information. Company is aware that U.S. export law may impose restrictions on Company's use of the goods, services, or technical data, or on their transfer to third parties. Company will immediately notify Honeywell and cease distribution activities with regard to the transaction in question if Company knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

Company may not sell, transfer, export or re-export any Honeywell Products, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Honeywell's Products, services or technical data in any facility that engages in activities relating to such weapons or missiles. In addition, Honeywell's Products, services or technical data may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material. Honeywell may approve the uses restricted in this Export Compliance clause if Company, at Company's expense, provides Honeywell with insurance coverage, indemnities, and waivers of liability, recourse and subrogation acceptable to Honeywell.

Company represents, warrants, and agrees that: Company is not a "Sanctioned Person," meaning any person or entity: (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Company is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Company will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S. Government.

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

22. Taxes. Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs, duties and charges (collectively "Taxes"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless at the time of order placement, Company furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes. If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement: (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced; (b) Company will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law; and (c) Company will forward to Honeywell, within sixty (60) calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient. In no event will Honeywell be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this Agreement.

23. Notices. Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; (b)

one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed to the addresses of the Parties detailed in the respective Order.

24. General Provisions. (a) **Assignment.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld 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 clause will be void. (b) **Commercial Use.**

Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell. (c) **Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. (d) **Headings and Captions.**

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. (e)

Publicity. Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. (f) **Relationship of Parties.**

The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. (g)

Remedies. Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid. (h) **Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. (i) **Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. (j) **Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force. (k) **Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party. (l) **Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. (m) **Company Caused Delay.** Honeywell will not be liable for delays caused by Company. Prices and other affected terms will be adjusted to offset impacts caused by a Company caused delay.

(n) **Change in Control. Change in Control** - means any of the following, whether in a single transaction or a series of related transactions and whether or not Company is a party thereto: (i) a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Company that results in a change in the effective control of the Company; (ii) any consolidation or merger of Company or its controlling affiliates, any dissolution of Company or its controlling affiliates, or any reorganization of one or more of Company or its controlling affiliates; or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "Securities") of Company or its controlling affiliates in which the holders of all of the Securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Company or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the Securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Upon occurrence of one or more Change in Control events Company shall notify Honeywell and Honeywell may, at its sole discretion, terminate the Agreement with thirty (30) days written notice.

(o) Data Access. “Input Data” means data and other information that Company or persons acting on Company’s behalf input, upload, transfer or make accessible in relation to, or which is collected from Company or third party devices or equipment by, the Product and/or Service.

Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company.

25. Intellectual Property Rights Including Patents. Company recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Honeywell or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Company only allows the Company the right to use the Products, and no rights to either modify or reproduce.

26. Trademark. Company agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.

27. Data Privacy. For purposes of this Agreement, “Applicable Data Privacy Laws” means applicable data protection, privacy, breach notification, or data security laws or regulations; “Personal Data” is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates (“Staff”) for the purposes of performing each Party’s obligations under this Agreement and managing the business relationship between the Parties, including their business communication (“Purposes”).

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: **(a)** ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; **(b)** implement

appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; **(c)** protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; **(d)** prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and **(e)** securely delete such Personal Data once it is no longer required for the Purposes.

Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party’s Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/en-us/privacy-statement>, and the other Party shall furnish Honeywell’s privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other Party Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party’s address set forth in this Agreement or provided otherwise by the other Party in this regard.

Where a Party’s Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including: **(1)** Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; **(2)** binding Corporate Rules which provide adequate safeguards; or **(3)** any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

28. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties’ authorized representatives.

29. Obsolescence. For purposes of this Agreement, obsolete means a Products’ status declared by Honeywell, at its sole discretion, based on a Product becoming superseded,

discontinued or reduced in manufacture. In such an event, Honeywell will use reasonable commercial efforts to suggest a Product migration strategy to Company.

30. Product Substitution. In the event of a change in local product regulations, Honeywell may, at its discretion, substitute part numbers ordered by Company with those providing the same product form, fit and function as the originally ordered part number.

31. Product Compatibility. Honeywell does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. Company is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Honeywell. Company understands and warrants that Company 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, including but not limited to the Federal Trade Commission consent decrees and other declarations of reasonable and appropriate security measures, the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework and NIST Alerts, InfraGard Alerts, and the United States Computer Emergency Readiness Team Alerts and Bulletins, and their equivalents. If a Cybersecurity Event occurs, Company shall promptly notify Honeywell of the Cybersecurity Event. “Cybersecurity Event” shall mean actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein. Company shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Company shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Company’s expense in accordance with applicable laws, regulations, and standards. Company further agrees that Company will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Company will provide and make available this forensic evidence and data to Honeywell. Honeywell shall not be liable for damages caused a Cybersecurity Event resulting from Company’s failure to comply with the Agreement or Company’s failure to maintain reasonable and appropriate security measures. Company is responsible for all such damages. Where Company is not the end-user of the Product, Company represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions. COMPANY ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. COMPANY FURTHER ACKNOWLEDGES THAT

HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

32. Applicability for Services. These Conditions of Sale apply to any and all product-related repair services performed by Honeywell (also considered “Services”) for Customer’s covered Product(s) for which Customer has purchased Coverage, whether such Services are described in a Statement of Work (“SOW”) or otherwise. The Customer and the applicable Coverage (“Service Description”) for the Products are identified on the cover page(s) accompanying this Agreement and/or the Service acknowledgment or confirmation issued by Honeywell. This Agreement does not cover minor accessories included with the Product, such as cables or wearable or field replaceable portions of the Product, unless otherwise stated on the cover page. This Agreement only covers Products listed by serial number on the cover page(s) of this Agreement. If Customer and Honeywell have signed a separate agreement for Services, then the terms of that agreement will supersede these Terms and Conditions and govern the Services. THESE TERMS AND CONDITIONS PROVIDE THE FUNDAMENTAL BASIS FOR HONEYWELL’S PERFORMANCE OF THE SERVICES. Provisions in any CUSTOMER-RELATED WEBSITE, PURCHASE ORDER, DOCUMENT, TRANSMITTAL OR communication that conflict with, add to, or otherwise modify these Terms and Conditions are hereby rejected BY HONEYWELL and of no legal effect, regardless of the time of transmittal.

33. WEEE. Prices do not include the costs of recycling goods covered by the European WEEE Directive 2012/19EC and such costs may be added to the prices quoted. Customer and Honeywell shall comply with their obligations under the WEEE Directive 2012/19EC as implemented in any local jurisdiction applying to the Products, in relation to the financing and organisation of the disposal of the waste electrical and electronic equipment. Customer will handle the collection, processing and recycling of the Products in accordance with all applicable laws and regulations, and where applicable, shall use reasonable endeavors to ensure that the final user of the Products complies with its obligations under the WEEE Directive 2012/19EC, as implemented, and any successor thereto. Customer shall indemnify on demand Honeywell 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 Honeywell arising out of or in connection with any failure by Customer to comply with its obligations under this clause 33.

34. Modifications. Honeywell may unilaterally modify, amend, supplement or otherwise change these terms and conditions of sale at any time in its sole discretion without prior notice. Any such future modification, amendment, supplement or other change (a

“Change”) shall apply only with respect to orders accepted after the effective date of such Change. As used herein, the term “Agreement” shall include any such future Change. Without limiting the generality of the foregoing, Honeywell may establish terms and conditions which apply to one or more particular Products (including without limitation “shrink wrap” license agreements for software products), and in this event such terms and conditions shall, with respect to the Products addressed therein, supersede this Agreement.