

**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 (“**Services**”) will be governed solely by these 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. Honeywell may in its sole discretion accept an Order cancellation request made by Company and the Order cancellation may be subject to payment of cancellation charges or fees as determined by Honeywell. 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.** **(a)** Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Company or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in Company’s contracts with its customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Company, or a type of product different than that ordered by Company, Company may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell’s cost for a full refund. Additionally, Honeywell shall

bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Company is liable for any delays or increased costs incurred by Honeywell caused by Company’s acts or omissions including, without limitation, all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide. **(b)** Delivery Charges. Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell’s point of shipment (“**Honeywell Dock**”) for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. **(c)** Early Delivery & Future Delivery. Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell 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. Without imposing any liability on Honeywell in respect of any delays of for non-performance, if Company requests a delivery date for an Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Company does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics. Title will pass to Company upon delivery in accordance with the delivery terms set forth above.

**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 this Section, Honeywell shall not be liable for damages of any kind as a result of a delay in shipment for any reason.

Company may change a previously requested shipment date for any standard Products (i.e., Products other than custom or made-to-order Products), provided that Company gives Honeywell written notice of such change at least thirty (30) business days prior to the previously requested shipment date.

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** 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](http://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 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 30 calendar days after delivery. Company must disposition rejected Product in accordance with Honeywell's written instructions. 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 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. (a)** A Change Order is a written order signed by

Company and Honeywell authorizing a change in the Services or adjustment in the Price or a change to the schedule. (b) Company may request Honeywell to submit proposals for changes in the Services, subject to acceptance by Honeywell. If Company chooses to proceed, such changes in the Services will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal. (c) Honeywell may make a written request to Company to modify this Agreement based on the Company's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that Honeywell believes will cause a change to the Services, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Services, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Services, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Services. If, after the Company has rejected the Change Order, Company and Honeywell cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Services. (d) 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.

## 8. Prices.

Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Product or Service specifications are subject to change without notice; provided, however, that Honeywell will endeavor to

provide at least thirty (30) days' written notice of any changes. Pricing is subject to immediate change upon announcement of Product discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Company.

Honeywell reserves the right to monitor Company's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Company's Product Orders during that time period is two percent (2%) higher than monthly forecasted or historic purchases determined by averaging the prior three (3) months, Honeywell reserves the right to charge the increased price on the excess.

All Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with Honeywell). Any Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Service for resolution. Company has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order may be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

Depending on Company's local region and the Products being purchased, Honeywell may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Honeywell may also charge processing fees for orders placed manually and not through its ecommerce website. Subject to periodic revision, the minimum order value is US\$1000 (or a similar equivalent in other applicable local currency), excluding shipping and handling costs, below which a US\$100 fee will be applied to an Order, and the manual processing fee is US\$100 per Order.

Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (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) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). 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 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. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be determined by Honeywell on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made USD currency unless agreed otherwise in writing and must be 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 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Company must pay the undisputed amount of the invoice within the original invoice payment due date.

If Company is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid: a. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; b. refuse to process any credit to which Company may be entitled; c. set off any credit or sum owed by Honeywell to Company against any undisputed amount owed by Company to Honeywell including but not limited to amounts owed under any contract or order between the Parties; d. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company; e. declare Company's performance in breach and terminate any order; f. repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made; g. deliver future shipments on a cash-with-order or cash-in-advance basis; h. assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; i. charge storage or inventory carrying fees on products, parts, or raw material; j. recover all costs of collection including, without limitation, reasonable attorneys' fees; k. if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; l. require Company provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Company's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or m. combine any of the above rights and remedies as may be permitted by applicable law.

**10. Setoff.** Neither Company nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**11. Security Interest.** Company hereby grants to Honeywell a security interest in all Products shipped to Company, and in all accessions to, replacements of and proceeds from sale or lease of such Products, as security for the performance by Company of all of Company's obligations arising under this Agreement. At any time upon the request of Honeywell, Company shall promptly and duly execute and deliver any such further instruments and documents and take such further action as Honeywell may reasonably deem desirable for Honeywell to obtain the full benefits of this Agreement. Company hereby irrevocably appoints Honeywell as its attorney-in-fact (which appointment is coupled with an interest) for the purpose of executing any documents necessary to perfect or to continue the security interest granted in

Section 6(A) above. Company authorizes Honeywell to file a carbon, photographic or other reproduction of this Agreement as a financing statement.

**12. 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, performance, accuracy and effort for such software is with the Company. Honeywell makes no warranties implied or actual 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 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 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.** 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 9(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, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR 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.

**13. Excusable Delay or Nonperformance.** (a) Force Majeure. 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. 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 otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation: 1. Delays or refusals to grant an export license or the suspension or revocation thereof; 2. Any other acts of any government that would limit a party's ability to perform under this Agreement; 3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; 4. Pandemics, epidemics, quarantines, or regional medical crises; 5. The presence of Hazardous Substances or Mold; 6. Shortages or inability to obtain materials, equipment, energy, or components; 7. Labor strikes or lockouts; 8. 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); 9. Inability or refusal by

Company's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement; or 10. Any other cause beyond the non-performing party's reasonable control.

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. 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. Should any part of the system or any equipment in each case that are related to the Product or Service be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Company.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Section X (Surcharges). In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

(b) COVID-19. Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**14. Manufacturing hardship.** If for any reason Honeywell's production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, 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.** Honeywell may terminate this Agreement and

any or all unperformed Orders immediately upon notice to Company upon the occurrence of any of the following events: (a) Company fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Company fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Company or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Company's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Company experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Company violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Honeywell's sole discretion, adversely impact Honeywell; or (f) Company engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Products. 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 a party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Company's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**16. Applicable Law.** This Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the State of New York, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the State courts within New York, New York for resolution of disputes. Company will not bring a legal or

equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

**17. Limitation of Liability.** IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES IN QUESTION PAID BY COMPANY TO HONEYWELL UNDER THIS AGREEMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

#### **18. Nondisclosure and Non-Use of Information**

"Proprietary Information" means: (a) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; (b) business related information including but not limited to pricing, manufacturing, or marketing; (c) the terms and conditions of any proposed or actual agreement, between the parties or their affiliates, (d) either Party's or its affiliates' business policies, or practices; and (e) the information of others identified as confidential, proprietary or a trade secret that is received by either Party under an obligation of confidentiality.

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Company only to provide products or services for Company from Honeywell and not from any other source. Company will not use or disclose Honeywell's

Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: **(1)** known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; **(2)** known to recipient at the time of disclosure through no wrongful act of recipient; **(3)** received by recipient from a third party without restrictions similar to those in this clause; or **(4)** independently developed by recipient without use of or reference to the disclosing Party's Proprietary Information.

If the receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving Party will give the disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: **(i)** seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and **(ii)** enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

## **19. 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 valid United States patent or copyright, 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 to the extent FAR 52.227-1 "Authorization and Consent" applies to Company's prime or higher-tier contract for infringement of a United States patent and Company is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys' fees by a third party.

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) (c)** any combination of the Product with any article or service not furnished by Honeywell; **(d)** use of other than the latest version of software Product released by Honeywell; **(e)** any modification of the Product other than a modification by Honeywell; or **(f)** 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), (e),** or **(f)** 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.

**20. 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.

**21. Commercial Disclaimer.** The software and documentation provided pursuant to this Agreement are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with

48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

**22. 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.

**23. 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.

**24. Taxes.** Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) 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 the 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 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 Honeywell under this Agreement, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell would have received had no Taxes been required to be withheld, (ii) Company will withhold the required amount of Taxes and pay such Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (iii) Company will forward proof of such withholding sufficient to establish the withholding amount and recipient to Honeywell within sixty (60) days of payment. In no event will Honeywell be liable for Taxes paid or payable by Company.

**25. 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 as follows: HONEYWELL 9680 Old Bailes Rd, Fort Mill, SC 29707 Attn: President with a copy to General Counsel SPS 300 S. Tryon Street | Suite 500, Charlotte, NC 28202; Company: \_\_\_\_\_

**26. 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)**

**(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 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. Obsolescence.** For purposes of this Agreement, obsolete means a Product's 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.

**32. 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. The substituted part number will comply with the regulatory requirements of the region indicated on Company's purchase order ship-to address.

**33. 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.

**34. U.S. Government Restricted Rights.** If the Products are acquired under the terms of a U.S. Government contract, use, duplication and disclosure are subject to the restrictions contained in the Rights in Technical Data and Computer Software clause at 252.227-7013 (DOD Contracts) and subdivisions (a) through (d) of 52.227-19 as applicable.

**35. 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.

**36. Modifications.** Honeywell may unilaterally modify, amend, supplement or otherwise change this Agreement upon at least ten (10) days’ prior written notice to Company. 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.

**37. Company Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company’s failure to timely provide information required for the Products and/or Services, or any other delay

caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell’s sole discretion. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

**37. Bank Guarantees.** Prior to performance of the Services, Company will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of this Agreement (“BG”). The BG shall be provided by an approved internationally recognized financial institution nominated by Company and approved by Honeywell and shall be in a specific form approved by Honeywell. On or before January 10 of each calendar year starting the second calendar year after the Effective Date, the value of the BG shall be adjusted in reference to the annual value of the Agreement over the previous year so that such amount shall reflect 10% of the actual amount of the previous calendar year spend. Any required increase shall be carried out (and each Party shall cooperate to so carry out) within ten (10) calendar days of the new calendar year.

**March 2023**