Honeywell

April 2022

TERMS AND CONDITIONS

Except as otherwise agreed to on the face hereof or in a separate writing, the following terms and conditions apply without exception to all sales described on the face hereof by Sensing and Internet of Things, a Honeywell International Inc. business (“Honeywell”) to Buyer.

1. SOLE TERMS. Honeywell’s sale is expressly limited to the terms herein and any additional or different terms or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be material alterations, and are rejected and not binding upon Honeywell. Honeywell’s acceptance of Buyer’s purchase order is expressly conditional upon Buyer’s assent to the terms and conditions contained herein in their entirety. Buyer’s acceptance of delivery from Honeywell constitutes Buyer’s acceptance of these terms and conditions in their entirety.

2. QUOTE/PRICES/MINIMUM ORDER. Honeywell’s quotation, if constituting the reverse side of this document, is firm only if (a) Buyer enters an order within the time specified on the quote or, if no duration is specified, then 30 days from the date of the quotation, and (b) Buyer also requests shipment of the entire quantity of goods ordered to be delivered within twelve (12) months from date of the quote; Honeywell standard prices at time of shipment may, at Honeywell’s option, apply to those quantities actually delivered more than 12 months from the date of the quote. Prices are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (60) days written notice of any changes. Additionally, pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Upon notification of a price increase on goods, all orders in backlog and shipped within 12 weeks of the price increase notification will be invoiced at the previous price. Any orders in backlog with a delivery date more than 12 weeks after the price increase notification will be invoiced at the new price. Honeywell reserves the right to monitor Buyer’s orders during the period between notification of and the effective date of the price increase; if Buyer’s order volume during that time period is more than 5% higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders. Consult Honeywell for international pricing terms and conditions. All tooling, designs, drawings, and other intellectual property produced or delivered hereunder are owned by Honeywell. Unless otherwise agreed to in writing, the minimum order for each line item shall be $1,000 net value and must also meet the minimum order quantity for the specific good; in addition, Buyer may not request delivery of goods in increments less than $1,000 net value per shipment. Honeywell may reject any orders that do not meet the minimum order quantity or net value, or may charge a fee of $35 to all orders that do not meet the $1,000 (or other agreed-upon amount) minimum order value or minimum order quantity.

3. PAYMENT. Unless Buyer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Buyer 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 Buyer in writing. Honeywell will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Honeywell may change Buyer’s credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdrw 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 U.S. currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unapplied payment and fails to reply to Honeywell’s request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices are deemed waived 15 days following the invoice date. Any disputes must be provided to Honeywell as soon as possible (in no event later than 15 days following the invoice date) and must be accompanied by detailed supporting information. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due 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 Buyer is delinquent in payment to Honeywell, Honeywell may at its option (a) withhold performance until all delinquent amounts and service or late fees, if any, are paid; (b) repossess goods or software for which payment has not been made; (c) charge late fees 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; (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge provides a reasonable compensation to Honeywell for the uncertain damages that Honeywell will incur as the result of Buyer’s late payment. In the event that an invoice (i) has not been timely and in good faith disputed by Buyer, and (ii) has been timely paid by Buyer in accordance with this section, the purchases to which such invoice relates shall be deemed disqualified from any benefits under any program that Honeywell may make available from time to time. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Buyer’s credit standing at any time and modify or withdraw credit. Buyer may not set off any invoiced amounts against sums that are due from Honeywell. If payment is not made timely or Honeywell reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Honeywell may to Buyer suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits. This section will survive expiration or termination of the business relationship.

4. DELIVERY. Delivery dates are estimates. If Buyer requests delivery within standard lead times, the shipment will be subject to Honeywell’s expedited delivery policy and additional fees. Delivery terms for goods are EXWORKS (Incoterms 2010) Honeywell’s facility for international shipments, except that Honeywell is responsible for obtaining any export license, and F.O.B. Honeywell’s facility for all US domestic shipments, with all risk of loss or damage to goods passing to Buyer upon delivery. Honeywell shall invoice Buyer for any and all shipping, handling, customs, insurance, and similar charges incurred by Honeywell in shipping goods to Buyer, and Buyer shall pay such charges pursuant to the standard payment terms. Within 30 days of delivery, any claim for shortage must be reported in writing to Honeywell, otherwise all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Honeywell caused by or related to Buyer’s acts or omissions. Title to goods passes to Buyer upon delivery. Goods scheduled for shipment by Honeywell within thirty (30) days cannot be rescheduled. Goods scheduled for shipment by Honeywell between thirty (30) and sixty (60) days may be rescheduled with Honeywell’s prior written consent and, if rescheduled beyond sixty (60) days, then that quantity shall not be further rescheduled.

5. TAXES. The amount of any and all applicable taxes will be added to the price and paid by Buyer, unless Buyer has provided Honeywell with exemption certificates acceptable to the taxing authorities.

6. FORCE MAJEURE. Honeywell is not liable for any delay in production or delivery of goods if due to a force majeure event, which includes, among other things, shortages or inability to obtain materials or components, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government that would limit Honeywell’s ability to perform, fire, earthquake, flood, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crisis, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond Honeywell’s
reasonable control. If the force majeure event continues for longer than ninety (90) days, either party may terminate Buyer’s purchase order and Buyer will pay Honeywell for work performed and/or goods delivered prior to termination and all reasonable expenses incurred by Honeywell as a result of such termination. In the event of delays in delivery or performance caused by force majeure or acts and/or omissions of the Buyer or those under Buyer’s control, the date of delivery or performance shall be extended by the period of time Honeywell is actually delayed or as mutually agreed. If, for reasons other than the foregoing, Honeywell should default or delay or not deliver goods, Buyer’s sole remedy against Honeywell is an option to cancel Buyer’s purchase order, through prior written notice to Honeywell.

7. MANUFACTURING HARDSHIP. If for any reason Honeywell’s production, purchase, logistics, and/or other costs relating to the goods (including without limitation costs of energy, equipment, labor, regulation, import, export, taxes, governmental duties or charges, transportation, raw material, feedstocks, or product) increase by more than 5% over Honeywell’s costs on the date of issuance of the pricing, then Honeywell may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the good. In the event the parties are not able to agree on a revised price within ten (10) days after a request for renegotiation is given, then Honeywell may terminate the purchase order on ten (10) days written notice to Buyer.

8. TERMINATION. No Buyer purchase orders which Honeywell has acknowledged and/or accepted may be terminated by Buyer without Honeywell’s prior written consent. In the event of termination of any order, Buyer is liable for termination charges, which may include (a) a price adjustment based on the quantity of goods delivered, (b) all costs, direct and indirect, incurred and committed for Buyer's terminated purchase order, (c) the full cost of all completed goods, work-in-progress, and unique materials required for custom goods, and (d) a reasonable allowance for prorated expenses and anticipated profits consistent with industry standards. Honeywell may terminate a Buyer purchase order in whole or in part upon Buyer’s breach of these terms and conditions or Buyer’s bankruptcy, insolvency, dissolution, or receivership proceedings.

9. SOFTWARE. Software, if listed on the face hereof or installed on a good listed on the face hereof, is governed by the following terms unless a software license agreement is included with such software. Software is hereby licensed and not sold to the Buyer. Subject to Buyer’s compliance with these terms and conditions, Honeywell grants a personal, limited, nonexclusive license to use the object code of the software solely for Buyer’s internal purposes. The license is limited to such goods and/or location(s) as are specified on Buyer’s purchase order for which this instrument serves as either a quotation or acknowledgment. No other use is permitted. Honeywell retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks, and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of the software except as expressly permitted herein. Nor shall Buyer copy, disclose, distribute, or display any such software, or otherwise make it available to others (except as Honeywell authorizes in writing) or allow any unauthorized use of the software. If the software is delivered with a good listed on the face hereof, Buyer may only transfer its license of the software to a third party in conjunction with the sale by Buyer of the good on which the software is installed. Honeywell may terminate this license if Buyer defaults under these terms and conditions.

10. WARRANTY. THE FOLLOWING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE OBLIGATION OF HONEYWELL IN THIS SECTION IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE GOODS. REPAIR OR REPLACEMENT (AT HONEYWELL’S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS, OR INJURY. Except as otherwise expressly provided herein, Honeywell warrants goods of its manufacture sold pursuant to these terms and conditions, to be free of defective materials and faulty workmanship and as conforming to applicable specifications and/or drawings in all material respects. Honeywell may, without notice to Buyer, incorporate changes to goods that do not alter form, fit, or function. Commencing with Honeywell’s date of shipment, Honeywell’s warranty shall run for the period specified on the face hereof or, if none be mentioned, twelve (12) months. Failure to notify Honeywell in writing of any warranty claim within thirty (30) days of discovery of any non-conformance of the goods results in waiver of the claim. Non-complying goods returned (transportation prepaid to Honeywell) will be repaired or replaced, at Honeywell’s option, and return-shipped lowest cost, transportation prepaid. No goods will be accepted for return without an authorization number obtained in advance of shipment to Honeywell. Goods subject to wear and tear or burnout through usage shall not be deemed defective because of such wear and tear or burnout. No warranty shall apply if, in the sole opinion of Honeywell, the defect or damage was caused by or related to installation, combination with other parts and/or products, modification to or repair of any goods other than by Honeywell, or resulted from Buyer’s acts, omissions, misuse, or negligence. Repaired or replaced goods shall be warranted for the remainder of the unused warranty term or for ninety (90) days from shipment, whichever is longer. Experimental goods (which may be designated by the letter “X” or “E” beginning their part number identification) or unreleased or beta software are prototype, pre-production items that have yet to complete all phases of release testing; these goods are sold “AS IS” WITH NO WARRANTY. Software, if listed on the face hereof and/or used within goods listed on the face hereof and warranted by Honeywell, will be furnished on a medium that’s free of material defect in materials or workmanship under normal use for so long as the hardware and/or system is under warranty. During this period, Honeywell will replace without charge any such medium it finds defective. As for the quality or performance of any software or data, they are supplied “AS IS” WITH NO WARRANTY. Where hardware and/or a system is installed by Honeywell, such installation is warranted against faulty workmanship for the same period (if any) as applies to the installed items. During this concurrently running period, Honeywell will correct without charge any workmanship it finds to be faulty. The warranties mentioned hereinabove are applicable only on goods that have been paid for by Buyer. Additionally, these warranties are for the benefit of Buyer only and are not assignable or transferable.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES AND/OR CLAIMS. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. HONEYWELL’S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC GOODS THAT GIVE RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.
12. RECOMMENDATIONS. Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Honeywell. It is Buyer’s sole responsibility to determine the suitability of the goods for use in Buyer’s application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability to Honeywell.

13. DATA COLLECTION, TRANSMISSION, AND USE. Buyer retains all rights that it already holds in data and other information that Buyer or persons acting on Buyer’s behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer’s or third party devices or equipment by Honeywell goods (“Input Data”). Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide protection, improve, or develop goods 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 you. Any personal data contained within Input Data shall only be used or processed in accordance with applicable legal. All information, analysis, insights, inventions, and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding the Input Data itself), and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell’s confidential information. This section shall survive termination.

14. LAWS. Buyer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Honeywell and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Honeywell. Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/19/EU or similar directives. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

15. PRECLUSION AGAINST SETOFF. Buyer may not set off any invoiced amount against any amount due or to become due from Honeywell (or Honeywell’s affiliates) to Buyer (or Buyer’s affiliates).

16. APPLICABLE LAW. This Agreement will be governed by the laws of the Republic of Singapore, without regard to conflicts of law principles. The parties expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

In the event of any controversy, controversies or differences arising out of this Agreement or the validity thereof, the Parties shall endeavor to settle these conflicts amicably between themselves. If such negotiations should fail to yield an amicable settlement within thirty (30) days starting from the date on which notice of commencement of such negotiations is given by one Party to the other, or such longer period as the Parties may agree to in writing at that time, then such disputes, controversies or differences shall be settled by arbitration in Singapore, in accordance with the rules adopted by the Singapore International Arbitration Centre in respect to arbitrations (the “SIAC Rules”). The language to be used with regard to the performance or termination of this Agreement or with regard to any controversies arising out of this Agreement shall be English. The arbitration will take place before a panel of three (3) arbitrators. Each of the Parties shall appoint an arbitrator and the third arbitrator who shall act as the chairperson shall be appointed by the Singapore International Arbitration Centre. Any award of such arbitration shall be final and binding upon both Parties hereto. Unless stipulated in the award of such arbitration, the losing Party shall bear costs and expenses incurred thereby. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The parties consent to the personal and subject matter jurisdiction and the venue of the courts of Singapore for purposes of such entry of judgment upon the award, and waive notice and service of process as otherwise required by the laws applicable to such courts. Singapore – Add the following if selling to Customer in Indonesia.

The parties agree to waive Section 641 of the Reglement op de Rechtvordering of Indonesia and other regulations, if any, which would otherwise give the right to appeal against an arbitral awards, so that accordingly no appeal can be made to any court or other authority against the award. In making the decision, the arbiter shall not be entitled to render a decision ex aequo et bono. The second part of Section 631 of the Reglement op de Rechtvordering of Indonesia shall apply and that accordingly the arbitrator need not be bound by strict rules of law in making their decision, but my pronounce judgment as reasonable persons; The parties agree to waive Article 620(1) and Article 650(2) of the Reglement op de Rechtvordering of Indonesia so that the mandate of the arbitrators duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by the arbitrators.

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

18. ECONOMIC SURCHARGES. Notwithstanding anything contained in these terms and conditions, Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing orders received from the Buyer under these terms and conditions in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variations; (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”). Such surcharges will not be considered a “price increase” as contemplated under these terms and conditions and will be effective upon notice to the Buyer.

For the avoidance of doubt, any orders placed by Buyer prior to the effective date which have not been delivered by Honeywell, including those on backlog or which requested delivery is more than twelve (12) months from the date of orders placed by Buyer, are subject to Economic Surcharges. Honeywell will invoice the Buyer through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in these terms and conditions. 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 these terms and conditions 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 these terms and conditions. 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 these terms and conditions.

19. SANCTIONS. Buyer represents, warrants, and agrees that:

(i) Buyer is not a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled,
directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
(ii) Relating to all transactions involving Honeywell under these terms and conditions, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws. Buyer is responsible for screening and ensuring all end users or other third parties are not Sanctioned Persons. Buyer is responsible for flowing down the obligations of this clause to all end users and/or other third parties, as applicable.
(iii) Buyer will not sell, export, re-export, divert, use, or otherwise transfer, any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Law.
(iv) Buyer’s or any end user’s or other third party’s failure to comply with this provision will be deemed a material breach of these terms and conditions, and Buyer will notify Honeywell immediately if Buyer, any end user, or other third party violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

20. MISCELLANEOUS. These terms and conditions (including those stated on the face hereof) constitute the entire agreement of Honeywell and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed writing. Buyer may not assign any rights or duties hereunder without Honeywell’s written prior consent. Honeywell may subcontract its obligations hereunder without Buyer’s consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Honeywell. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions. No failure by Honeywell to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Honeywell to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Buyer’s purchase order after acceptance by Honeywell shall survive such termination, cancellation, or completion. All stenographic and clerical errors are subject to correction.