

TERMS AND CONDITIONS

All sales of goods or services ("Products") by the Honeywell entity listed on this document ("Honeywell") shall be governed by the full Honeywell Terms and Conditions found at https://sps.honeywell.com/us/en/support/safety/legal-documents/sst (the "Full Terms"), which includes but is not limited to the following terms. In the event of an inconsistency between these partial terms and the Full Terms, the Full Terms shall apply. 1. PURCHASE ORDERS. Purchase orders are non-cancelable unless Honeywell, at its sole discretion, consents and Buyer pays termination charges, and are subject to acceptance or rejection by Honeywell. Honeywell's quote/proposal itself or acknowledgment of receipt of a Purchase Order shall not constitute acceptance. Honeywell's acceptance of a Purchase Order is expressly conditioned upon Buyer's assent to the Full Terms referenced above in their entirety. Buyer's acceptance of delivery from Honeywell constitutes Buyer's acceptance of those Full Terms in their entirety. 2. PRICING. PRICES, TERMS, CONDITIONS, AND PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE OR ADJUSTMENT BY HONEYWELL WITHOUT NOTICE, INCLUDING BUT NOT LIMITED TO PRICES IN QUOTES/PROPOSALS. 3. PAYMENT AND TAXES. Payment is due to Honeywell thirty (30) calendar days from date of invoice and if Buyer is delinquent, Honeywell may withhold performance. All applicable taxes levied on the Products subject to these terms shall be paid by Buyer. 4. INTELLECTUAL PROPERTY. Buyer recognizes that all rights and ownership, either intellectual or otherwise, relating to Products belong to Honeywell or its affiliates. The contractual relationship between Honeywell and Buyer only allows Buyer the right to use Products or receive Services, and no rights to either modify or reproduce same. 5. DELIVERY/SHIPPING TERMS. Delivery dates are estimates and may be made in partial shipments. Delivery terms are as stated in the Full Terms. Title and risk of loss or damage passes to Buyer upon delivery if Seller is responsible for shipment or passes to Buyer upon shipment if Buyer is responsible for shipment, unless otherwise provided in the Full Terms. 6. FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a "force majeure" event beyond the non-performing party's reasonable control, including but not limited to action or inaction by a government or agency thereof, shortages or inability to obtain materials or components, labor issues, civil unrest, machinery or equipment problems, or non-compliance by Buyer's directed third party to provide Honeywell with parts, services, manuals, or other information necessary to the Products. If a force majeure event causes a delay, the date of performance will be extended. 7. COMPLIANCE WITH LAWS AND GOVERNING LAW. Buyer acknowledges and agrees that it will comply with all applicable laws associated with its performance under these terms and that this sale shall be governed by of the law of the country/state of the Honeywell entity listed on this document unless otherwise provided in the Full Terms. 8. LIMITED WARRANTY. (a) Warranty. Honeywell warrants that, except for software or software components: (1) for the period of time that is published for each Product (or in the absence of a published period, twelve (12) months) commencing on the date such Product is shipped from Honeywell's facility or the date title to such Product passes to Buyer, whichever is earlier, all components of such Product shall be free from faulty workmanship and defective materials and (2) Services shall be performed in a good workmanlike manner and are warranted for ninety (90) days from the date performed. The software and software components, including any documentation for use with such software or software components, are provided "AS IS" and with all faults. If Buyer notifies Honeywell in writing of defective Products or Services within the warranty period, Buyer's sole remedy under this warranty is that Honeywell will, at its sole discretion: (1) repair or replace such Product and ship it to its original location or (2) correct or re-perform defective Services or refund fees paid for the Services. All Products repaired or replaced, or Services corrected or re-performed, are warranted for the unexpired remainder of the original warranty period. These warranties are the only warranties provided by Honeywell with respect to the Products and Services sold hereunder	and may be modified or amended only by a written instrument signed by Honeywell. (b) OTHER LIMITATIONS. 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Without limiting the foregoing, the following additional provisions apply: (1) Buyer must notify Honeywell within twenty (20) days of discovery of a defect. To maintain this limited warranty, Buyer must perform maintenance and inspections prescribed in the User's Instructions which shall include prompt replacement or repair of defective parts, and the replacement of parts per the maintenance schedule as prescribed in the User's Instructions. (2) Honeywell will not be liable under this limited warranty if the Product has been exposed or subjected to: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, tampering, arresting a fall, or use which is improper or otherwise not in compliance with Honeywell's instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by failure of any Honeywell-supplied Products not under warranty or by any hardware or software not supplied by Honeywell; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in the Products; (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the warranty period, including, but not limited to consumables (e.g., flashtubes, lamps, batteries, storage capacitors); or (f) any first-aid Product that complied with applicable FDA regulations. This limited warranty does not cover defects which Honeywell determines are caused by normal wear and tear or maintenance. (3) Honeywell does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. BUYER 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. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION	AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT. 9. RETURNS. Authorization for return of merchandise must be obtained in writing in accordance with Honeywell's policies and procedures, subject to Honeywell's return timeframe limitations or prohibition based on product type. 10. INDEMNIFICATION. Buyer will indemnify, defend, and hold Honeywell and its employees harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death, or loss of or damage to property caused by its negligence in the performance of these terms or by Buyer's breach of its obligations hereunder. Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell. 11. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND SUBORDINATE TO THE FULL TERMS: (A) HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THESE TERMS, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES IN QUESTION PAID BY BUYER TO HONEYWELL; (B) HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING WITHOUT LIMITATION SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS SOLD HEREUNDER; (C) HONEYWELL SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE), EVEN IF HONEYWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (D) EXCEPT AS PROVIDED IN THE INDEMNIFICATION PROVISIONS OF THE TERMS, BUT ONLY TO THE EXTENT AND SUBJECT TO THE LIMITATIONS SET FORTH IN THOSE PROVISIONS AND THIS SECTION, HONEYWELL SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS, AND BUYER SHALL DEFEND HONEYWELL FROM, AND INDEMNIFY AND HOLD HONEYWELL HARMLESS AGAINST, ALL SUCH CLAIMS. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE FOREGOING STATES THE ENTIRE LIABILITY OF HONEYWELL WITH REGARD TO THE TERMS AND THE PRODUCTS. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT AND THIS SECTION ARE A FUNDAMENTAL PART OF THE BASIS OF HONEYWELL'S BARGAIN HEREUNDER, AND HONEYWELL WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW. HONEYWELL DOES NOT SEEK TO EXCLUDE OR RESTRICT ITS LIABILITY IN ANY MATTER WHICH, BY APPLICABLE LAW, IT IS NOT PERMITTED TO. The provisions in this paragraph shall be a condition precedent to any claim seeking damages or reimbursement for third party claims from Honeywell.
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