



Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
4	E1001721		8500	32.76	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
5	E1001930		100	24.15	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
6	E1002106		500	24.15	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
7	E1002226		800	25.41	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
8	E1002289		500	33.61	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
9	E1002461		1200	44.47	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
10	E1002733		7500	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
11	E1002734		1000	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
12	E1002735		400	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
13	E1002736		1200	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
14	E1002737		4500	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
15	E1002738		200	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
16	E1002739		200	27.61	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
17	E1002749		300	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
18	E1002856		4000	22.07	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
19	E1002931		100	22.88	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
20	E1002935		500	40	1	1

Item #	Honeywell Part Number	Customer Part Number	Quantity Level (Units)	EUR Net Each Price	Minimum Order Quantity	Minimum Shipping Quantity
21	E1002940		200	33.61	1	1

**NOTES:**

- 1) Honeywell standard Terms and Conditions apply
- 2) Offer invalid if not acknowledged and accepted by:2026-01-14
- 3) Prices on purchase orders placed pursuant to this contract are valid only for shipments requested to be delivered prior to the expiration date of the contract.
- 4) Each sub-contractor must independently acknowledge and accept this offer including all applicable terms and conditions
- 5) Ship & Debit is not applicable

Please acknowledge and send this document back to the Sales Representative

**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 Honeywell Sensing Solutions, a Honeywell International Inc. business ("Honeywell") to Buyer.

**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 and as defined in Section 4 ("Services") will be governed solely by these conditions of sale ("Agreement"), unless and to the extent that a separate contract is executed in writing between Company Honeywell Sensing Solutions ("Honeywell"). "Offering(s)" are the software, software-as-a service, hardware, Products, Services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Order issued under this Agreement. "Order" is a written order from Company and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Order shall not include any Terms and Conditions from Company contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding. "Company" or "Buyer" is defined as the procuring party, Honeywell is defined as the selling party, and Company and Honeywell are collectively referred to as the "Parties" and individually as a "Party." "Documentation" means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Order), but excluding marketing materials, customer correspondence and similar collateral. "Affiliate" means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it possesses directly or indirectly the power to direct the management and policies of the entity. "Fees" means the amounts payable by Company to Honeywell under the terms of this Agreement or any applicable Order. This Agreement will apply to all Orders for Offerings 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. Certain special terms to this Agreement are set forth in Attachment A hereto. Unless otherwise noted in Attachment A, each shall be read together with the corresponding section of this Agreement. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate written agreement between Honeywell and Company (if any); (ii) Attachment A; and (iii) the Agreement.

**2. Orders.**

Orders are subject to acceptance by Honeywell and are non-cancelable by Company, 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. Without prejudice to the generality of the preceding sentence, Honeywell does not accept cancellations for custom or specially manufactured Products, or for non-

stocked Products. Orders will specify: (a) any relevant contract or agreement, (b) Order number, (c) Honeywell's Offering part number or quotation number as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Offering is to be shipped; and (h) location to which invoices will be sent for payment. Orders are subject to acceptance or rejection by Honeywell. Honeywell's acknowledgment of receipt of an Order will not constitute acceptance of such order. Any conflicting, additional, and/or different terms or conditions on Company's 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 Company's Order is expressly conditioned upon Company's assent to the terms and conditions contained herein in their entirety. Company's acceptance of delivery or performance from Honeywell constitutes Company's acceptance of these terms and conditions in their entirety. A valid Order number is required before processing; any Order received without one will be returned to the Company. Company may not modify an Order without written consent from Honeywell, subject in full to: (i) Honeywell's right to accept or reject such request in its sole discretion and (ii) any price or schedule modification that may be required by the change request, as determined by Honeywell in its sole discretion.

### **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.

### **4. Services.**

"Services" are the services and/or maintenance and support obligations to be provided by Honeywell, as specified in this Agreement, the associated Order(s) and/or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement ("SOW"), and may include the supply of Products and Software. To the extent accepted by Honeywell, each SOW and/or Order will include details as to the scope of Services, deliverables or reports ("Deliverables"), as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement. Services shall include providing skilled labor, materials, tools and parts related to gas detection equipment, per the terms of the Service Program selected. Engineering services, technological improvements and upgrades are not part of this Agreement. Company shall bear the costs of services (e.g., electrician) and materials (e.g., conduit) that are the result of inappropriate use, modifications, alterations, acts of vandalism, damages caused by fire, water, accidents, obsolete systems catastrophes or other acts of God. Company agrees to give Honeywell safe and reasonable access to the work site. Company will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing any applicable federal, state, and local laws regarding workplace safety. Company will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm. Company shall provide scaffoldings and if

required, ladders or lifting equipment, personal protection equipment and any other equipment permitting access to the site as required by health and safety laws and shall bear the cost. If equipment is not available to Company, then Honeywell must be notified and arrangements made, with Company to bear the cost. All service calls not within Honeywell's responsibility in accordance with this Agreement or those for which Honeywell is unable to perform the service because access to equipment as referred to in this Agreement is not possible, shall be billed to Company, over and above the costs pertaining to this Agreement.

Company agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to the equipment expressly listed in each List of Covered Equipment contained in the associated SOW ("Covered Equipment"). It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (if any and only to the extent expressly provided in the attached SOW). Costs to repair or replace any nonCovered Equipment will be the sole responsibility of Company. Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control, and Honeywell may provide such services at Company's request and at an additional charge. Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Company agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software. This Agreement assumes that the systems and/or equipment included in the Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Company. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly. In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement. Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that represent a betterment or capital improvement to Company's system(s) hereunder. Unless otherwise specified, Company retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment. Company will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Company's attention.

Company will: (a) promptly perform its obligations identified in the applicable SOW or Order; (b) promptly provide all information reasonably required or useful for performance of the Service prior to commencement of the Services; (c) designate a business contact and a technical contact to coordinate Buyer's personnel and act as a liaison; and (d) provide Honeywell with access to Company's systems and premises to the extent necessary during the performance of the Services (including site audits, site assessments and preparatory activities). If Company fails to perform any of Company's obligations, Honeywell will: (i) be excused from failure to perform any of Honeywell's affected obligations under this Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result; and (iii) not be responsible for any liability arising from such failure.

Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Company site/office (and return) and will be billed at the then-current labor rate

Company will not, for the duration of this Agreement and one year thereafter, directly or indirectly solicit for employment any person employed by Honeywell or its Affiliates who is providing or has provided services to Company or its Affiliates under this Agreement; provided that the foregoing shall not prevent Company from soliciting or employing (x) any person who is no longer employed by Honeywell or its Affiliates and who terminates such employment without inducement to do so by Company or its Affiliates and (y) any person who responds to a general solicitation for employment placed by Company in a broadly-disseminated publication.

## **5. 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 Offerings, 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 Customer Orders or affected portion thereof.

## **6. Acceptance.**

(a) **Products:** Products are presumed accepted upon delivery unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within thirty (30) calendar days after delivery. Rejection shall be based solely upon the failure of the Products to comply with Honeywell's published specifications or such specifications which are mutually agreed in writing by the parties. Company must disposition rejected Product in accordance with Honeywell's written instructions. No Product shall be returned without Honeywell's written consent, including but not limited to returns and rejections. Authorization for Product returns must be obtained from Honeywell in writing and shall follow Honeywell return processes, policies and fees for the applicable Product line. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option, which shall be Company's sole and exclusive remedy for rejected Products by Company. 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 site for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. Following initial delivery, the Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection. (b) **Services:** Company will inspect Services within ten (10) calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company's sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

## **7. Changes.**

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.

#### **8. Prices.**

a. Unless otherwise specified in writing by Honeywell, prices for Offerings shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Offering 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 Offering discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Company.

b. 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 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.

c. 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)

d. Depending on Company's local region and the Offerings 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. Failure by Honeywell to enforce minimum order requirements shall not be construed to be a continuing waiver of such requirements by Honeywell. Minimum order requirements exclude replacement sensors, cartridges, calibration equipment, gas cylinders, warranty sales orders, samples, repairs, training, and service orders for consumable and restricted parts, including labor items and demo units.

e. Honeywell may, from time to time and in our sole discretion, issue surcharges or increase the price to recover our increased costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, freight, labor, materials, or component costs; (c) impact of duties, tariffs, and other government actions; and (d) increased costs due to inflation or other hardship (collectively, "Economic Surcharges"). If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, withhold performance until the dispute is resolved. This Section prevails in the event of inconsistency with other terms in the Agreement. Any Economic Surcharges are separate from and are in addition to changes to pricing that are affected by other provisions in the 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 pastdue 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.

Unless agreed otherwise in writing by Honeywell, Honeywell allows the Company to pay by credit card an amount not to exceed USD 99,999 for each payment and accepts Credit Cards issued by Visa, MasterCard and American Express; provided, however, that the Company's credit card must be charged on the same day that Honeywell invoices the Company. If User is paying by credit card, it acknowledges and agrees that: a. Payment for every Order is due upfront prior to Honeywell activating the Services ordered; b. User may not split Orders on between multiple credit cards; c. User is obligated to provide a valid credit card via the Portal which has sufficient credit to be charged for any Order being placed; d. The credit card provided by User (or, where multiple credit cards have been provided, the credit card selected by User) will be automatically charged upon placement of an Order for Services via the Portal; and e. Unless Honeywell has received a timely notice of termination, User's credit card (or, where multiple credit cards have been provided, the credit card selected by User as its default card) will also be charged automatically on the anniversary date of when the original Subscription Services were activated. For avoidance of doubt, Honeywell has no obligation to refund any automatic recurring Subscription Services charges to User's credit card where User failed to provide a timely notice of termination, and User agrees not to contest such charges with its credit card provider.

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. Warranty.**

(a) Products. Except as otherwise provided at <https://sps.honeywell.com/us/en/support/sst/legal-documents/warranty> or the applicable Product specifications, if such specifications have a shorter time period than indicated at the link above, Honeywell warrants that at time of shipment to Company its Products will comply with

applicable Honeywell drawings and, for a period of twelve (12) months after shipment of the Products, will be free from defects in workmanship and material.

Experimental Products (which may be designated by the letter "X" or "E" beginning their part number identification) are prototype, pre-production items that have yet to complete all phases of release testing; these Products are sold "AS IS" WITH NO WARRANTY, and to the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties and representations, whether express or implied regarding these Products. Any software and software components provided by Honeywell, including any documentation designated by Honeywell for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, fitness for purpose, performance, accuracy and effort for such software or software components is with the Company. To the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties and representations, whether express or implied regarding any of its software or software components or any of its accompanying documentation.

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. Company must notify Honeywell in writing during the warranty period of a Nonconformance and, within thirty (30) calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell's written instructions. 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. Nonconforming Products returned transportation prepaid to Honeywell's designated facility will be repaired or replaced, at Honeywell's option, and return-shipped lowest cost, transportation prepaid. All Products must be cleaned and decontaminated prior to return shipment. Honeywell must receive the returned goods within thirty (30) days of Company's notification, or the claim will be cancelled. No Products will be accepted for return without an authorization number obtained in advance of shipment to Honeywell. 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 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. COMPANY ACKNOWLEDGES THAT SELLER 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 SELLER HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT. (b) Services. Honeywell warrants that Services will be performed in a good workmanlike manner consistent with industry practices. This warranty is valid for ninety (90) calendar days from the date Services are performed. Honeywell's obligation and Company's sole remedy under this warranty is to correct or reperform

defective Services, at Honeywell's election, if Company notifies Honeywell in writing of defective Services within the warranty period. All Services corrected or reperfomed are warranted for the remainder of the original warranty period. (c) Disclaimer. Honeywell will not be liable under this warranty if the Offering has been exposed or subjected to any: (1) maintenance, repair, installation, servicing, handling, packaging, transportation, shipping, storage, operation, testing, 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) act of God, accident, fire or other hazard, contamination, foreign object damage, abuse, misuse, neglect, or negligence after shipment to Company; (4) damage caused by failure of a Honeywell supplied Offering not under warranty or by any hardware or software not supplied by Honeywell; (5) failure of electrical power, air conditioning, or humidity control beyond Honeywell's specific storage or shipping conditions; or (6) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's Offerings. 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 Offering. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. ADDITIONALLY, HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF HONEYWELL STATED IN THIS SECTION IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, 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 OFFERING, 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. ADDITIONALLY, THESE WARRANTIES ARE FOR THE BENEFIT OF COMPANY ONLY AND ARE NOT ASSIGNABLE OR TRANSFERABLE. THE EXPRESS WARRANTIES STATED IN THIS SECTION DO NOT APPLY TO OFFERINGS NOT MANUFACTURED BY HONEYWELL, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), OR SPARE PARTS. IN ADDITION, THE EXPRESS WARRANTIES OF HONEYWELL STATED IN THIS SECTION DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A OFFERING WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A "SHRINK WRAP" LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY OFFERING WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE OFFERING.

## **12. Recommendations.**

Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the Offerings shall not be construed as conditions, representations, or warranties of any kind, express or implied, and such information is accepted by Company at Company's own risk and without any obligation or liability to Honeywell. It is Company's sole responsibility to determine the suitability of the Offerings for use in Company's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability to Honeywell. Proper selection, use, maintenance and disposal of Offerings according to applicable laws, regulations, certifications and standards are Company's responsibility and Honeywell shall have no liability for violation thereof.

## **13. Excusable Delay**

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 thirdparty suppliers to provide Honeywell parts, services, manuals, or other information necessary to the Offering 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 Offering 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 Customer that it is cancelling any affected outstanding Customer 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. Governing Law and Disputes.**

All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("Dispute"), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Honeywell and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. Buyer 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. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT. Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other

Party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

#### **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 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 OFFERING. 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. Limitation of Liability.**

A. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

B. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 10 (LIMITED WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL OFFERINGS SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

C. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES RELATIONSHIP, THE SALE OF OFFERING AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE CONTRACT PRICE FOR THE SPECIFIC OFFERING THAT GIVE RISE TO THE CLAIM. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

D. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

E. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Honeywell's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such

disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

#### **17. Confidentiality.**

Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies (“Confidential Information”). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Buyer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of ten (10) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Buyer, (b) already known to Buyer at the time of disclosure through no wrongful act of Buyer (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Buyer. Buyer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Buyer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Buyer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

#### **18. Indemnity Against Patent and Copyright Infringement.**

Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer’s use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell’s expense) as to the defense and disposition via counsel of Honeywell’s choice. Honeywell will not be responsible for any compromise, settlement, attorneys’ fees, expenses, damages, or costs incurred by Buyer without Honeywell’s involvement and prior, written consent.

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 has no obligation or liability for claims arising out of the following: (a) Offerings made to Buyer’s designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer’s use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 30 (Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer’s license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ratio of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this

Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (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 Buyer to Honeywell for the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 16 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

#### **19. Software License.**

Honeywell grants to Buyer a limited, worldwide (subject to Export/Import Control Laws), nonexclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product ("Embedded Software") solely for use with such Product. Except to the extent set forth in any separate license terms provided by Honeywell with such Embedded Software or as set forth in Section (b), in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, or convey the Embedded Software; grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Embedded Software by any means; or take any action that would cause the Embedded Software or any portion of it to be placed in the public domain. In the event of a conflict between this Agreement and the terms of any Embedded Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Embedded Software. If Embedded Software is listed on a Order placed pursuant to this Agreement, the Embedded Software is limited to such Products and/or location(s) as are specified on the relevant Order. If Embedded Software is embedded in a Product listed on an Order (regardless of whether such Software is specifically referenced on the Order), Buyer may only transfer its license to the Embedded Software to a third party in conjunction with the sale by Buyer of the Product on which the Embedded Software is installed or embedded, provided that no proprietary information is removed from such Products with Embedded Software (including copyrights, patent marking, trademarks, or EULAs). Buyer is responsible for ensuring that any distribution and use of Embedded Software to and by its customers or end users is subject to each customer or end user entering into an agreement with Buyer containing the same obligations and restrictions contained herein. All Products with Embedded Software are licensed on a non-exclusive basis and are not sold. Honeywell may terminate any Embedded Software license for failure to comply with the terms of the foregoing.

#### **20. Special Tooling and Data.**

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

#### **21. Compliance.**

A. Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-Honeywell-are/integrityand-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following

subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 30 (Indemnification).

B. Sanctions Compliance. Buyer represents, warrants, that

i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: 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; (ii) 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, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

ii. Relating to this Agreement and the transactions contemplated hereby, 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.

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 Laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

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

C. Export and Import Compliance. Buyer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications dealing with an Offerings ("Restricted Items"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Buyer agrees that it will not sell, resell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Buyer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Buyer further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Buyer will promptly provide all information required by Honeywell to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals. Honeywell will not be liable to Buyer for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including:

i. The failure to provide or the cancellation of export or re-export licenses;

ii. 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

iii. Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations. If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required

commodity information.

D. Anti-Bribery, Anti-corruption Laws.

i. Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.

ii. Buyer certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-andcompliance>, and the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%20206%206%20pdf.pdf>.

iii. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

iv. If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.

v. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.

vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline ([AccessIntegrityHelpline@honeywell.com](mailto:AccessIntegrityHelpline@honeywell.com)). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

E. EU WEEE Directive. To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Buyer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Buyer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.

F. Audit. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.

G. Non-Compliance. Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it 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 applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

## **22. Taxes.**

Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the Offering(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 the Agreement or Honeywell's performance under the 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 Buyer for such Taxes unless, at the time of Order placement, Buyer 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) Buyer 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) Buyer 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 Buyer.

### **23. Notices.**

Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: (a) two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; (b) one (1) 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 SENSING SOLUTIONS, 830 E. Arapaho Rd., Richardson, TX 75081, Attn: General Counsel.

### **24. General Provisions.**

(a) Assignment. Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.. (b) Commercial Use. Except as expressly identified on the face of a Order, Buyer represents and warrants that any technical data or software provided by Honeywell to Buyer 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 (other than an agency who is enumerated as an end-user of the Work under this Agreement) 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 section 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. Notwithstanding the foregoing, Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.. (f) Independent Contractors. The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither party shall hold

itself out as, or represent to any third party that it is, affiliated with the other party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Offerings. (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. All waivers must be in writing. 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 and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein. (m) Data Access. Buyer retains all rights that Buyer 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 or third-party devices or equipment by, the Services ("Input Data"). 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's products or services. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer will, at Buyer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.. (n) Hazardous Material Transportation Charges. Where applicable, hazardous material transportation charges will be prepaid and added to Company's invoice. (o) Packing. If Honeywell is responsible for packing any items for shipment, Honeywell will pack such items in accordance with Honeywell's general packing instructions, suitable for air-ride vans only. (p) Legal Advice Disclaimer. Buyer acknowledges and agrees that Honeywell does not and shall not provide Buyer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Buyer acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Buyer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Buyer is solely responsible for such Buyer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

## **25. Intellectual Property Rights Including Patents.**

Company recognizes that all rights or industrial ownership either intellectual or other, relating to Offerings, 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 Offerings, and no rights to either modify or reproduce.

No right, title or interest in Honeywell Intellectual Property associated with Services provided by Honeywell is transferred to Company under the Agreement, including Honeywell Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived, or developed in connection with the Agreement, including any Company suggestions, comments, or feedback regarding the Services, are the sole property of Honeywell and Company assigns any rights it may have in such Inventions to

Honeywell. Company has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

**26. Trademark.**

Buyer acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Offerings (“Trademarks”). Unless Buyer enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Buyer not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell’s ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.

**27. Data Privacy.**

For purposes of this Agreement, “Applicable Data Privacy Laws” means applicable data protection, privacy, breach notification, or data security laws or regulations; “Data Controller” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). “Personal Data” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Company to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Offerings. Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice). To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“Controller SCCs”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties. If Honeywell processes Personal Data on Company’s behalf under this Agreement, Honeywell’s Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

**28. Entire Agreement.**

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

**29. Offering Changes and Discontinuance.**

Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional Fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings

### **30. Indemnification.**

In addition to any other Buyer indemnification obligations in this Agreement, Buyer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of Buyer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this Agreement or Buyer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Buyer agrees to the following "Indemnification Procedures": (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

### **31. Hardship.**

If for any reason Honeywell's production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, packaging, raw material, feedstocks, or Product) increases by more than five percent (5%) over Honeywell's production or purchase costs for the Product as of the firm Price quoted in accordance with the clause "Prices" herein, then Honeywell may, by written notice to Company of such increased costs, request a price increase on the Product under this Agreement. In the event the Parties are not able to agree on a revised Product price within ten (10) calendar days after a request for renegotiation is given, then Honeywell may terminate this Agreement on ten (10) calendar days written notice to Company.

### **32. Liability Disclaimer for Buyer Services.**

Buyer acknowledges that, due to the unique nature and potential safety risks posed by certain Products, Buyer is not authorized to perform design, installation, repair, or other services (collectively, "Customer Services") for its customers on certain Products ("Certified Products") identified to Buyer as such, unless it enters into a separate written agreement with Honeywell and complies with the required training and certification obligations of such agreement. Buyer further agrees that performance of Customer Services for customers on Certified Products, absent adherence to the conditions in this paragraph, will void the Limited Warranty on such Certified Products. Buyer further acknowledges and agrees that to the extent it performs Customer Services for its customers on any Product (including, without limitation Certified Products), it does so at its own expense and liability, and shall defend, indemnify and hold the Honeywell Indemnitees harmless from and against any Claims arising out of those Customer Services it or its agents perform for its Buyers as per the Indemnification Procedures of Section 30 (Indemnification). This Section shall be subject to Honeywell's rights under Section 16 (Limitation of Liability).

### **33. 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.

### **34. Insurance.**

Unless agreed otherwise, Buyer shall, at all times that this Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits:

- 1) Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Customer is domiciled.
- 2) Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate.
- 3) Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in

the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence.

4) "All Risk" Property and/or Cargo Insurance covering all of Customer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value.

5) Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Customer's errors and omissions in connection with the performance of Customer's services during and for a period of at least three years after completion of said services

6) Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Customer's professional/technology based services or the failure of a technology product provided by Supplier to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The coverage required in the foregoing section (e) shall also include cyber liability coverage with computer network security liability and privacy liability coverage.

7) Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and

8) It is the responsibility of the Customer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed.

Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A -, VII" by AM Best or equivalent rating agency. In addition, all such policies shall name Honeywell as an additional insured and shall be primary and non-contributory to any insurance carried by or available to Honeywell. All insurance policies shall contain a clause or endorsement waiving all rights of subrogation against Honeywell.



# US & CANADA CONDITIONS OF HONEYWELL SENSING SOLUTIONS

## Attachment A

### SPECIAL CONDITIONS OF SALE

#### **Distributors/Resellers.**

In the event that Company is authorized by Honeywell to distribute or resell the Offering and/or its own services related to Offerings to a third party (a "Customer"), the following additional provisions shall apply:

#### **1. Warranty.**

Company, acting on its own behalf only, shall extend a warranty to its Customers no broader in scope than the limited warranty extended to it by Honeywell. Company shall perform and fulfill at its sole expense all of the terms and conditions of each warranty, including providing reasonable assistance with respect to product recall or other warranty actions by Honeywell, subject to the obligations of Honeywell set forth herein. Company represents and warrants that it will require its Customers to comply with the above Cybersecurity Event provisions.

#### **2. Drop Shipments.**

Drop shipments are allowed within the United States. In addition to any other charges applicable hereunder, a charge of \$50 will be assessed to all drop shipment Orders. Each drop shipment is subject to minimum order requirements and each drop ship address requires a separate Order.

#### **3. Services Performed by Company.**

Company acknowledges that it is not authorized to perform services for its Customers on Offerings purchased from Honeywell unless otherwise provided in a writing from Honeywell signed by an authorized Honeywell representative, and that the sale of materials and/or parts to Company from Honeywell in no way represent such authorization. Company further acknowledges and agrees that to the extent it performs any services for its Customers on Honeywell Offerings, it does so at its own expense and liability, and shall indemnify Honeywell for any and all damages or injuries arising from those services performed for its Customers as per the terms of the "Indemnification" section hereof. This section shall be subject to Honeywell's rights under the "Limitation of Liability" section.

#### **4. Company Financial Status.**

Company represents and warrants to Honeywell on a continuing basis that it is in good financial condition and able to pay all bills when due. Company shall, from time to time furnish any financial statements or additional information as may be requested by Honeywell in order to enable Honeywell to assess Company's financial condition and creditworthiness. Additionally, Company authorizes Honeywell to obtain financial information regarding Company from credit reporting agencies, Company's banks and suppliers, and other such sources. Honeywell may, in its sole discretion, increase or decrease the amount of credit (if any) that Honeywell has extended to the Company in connection with the purchase of Offerings.

#### **5. Limitation of Liability.**

Company shall include a Standard Limitation of Liability Provision in any written contract it has with a Customer. In the event that Company does not have a written contract with a specific Customer, Company shall include a Standard Limitation of Liability Provision in the terms and conditions of sale provided to such Customer. For purposes of this section, the term "Standard Limitation of Liability Provision" shall mean a limitation of liability provision that: (a) is commercially reasonable under the circumstances and (b) includes both: (1) an express disclaimer of exemplary, incidental, consequential, statutory, punitive, special, and indirect damages (including lost profits and lost revenues) by Company to the Customer and (2) an aggregate cap on the liability of Company to the Customer not exceeding \$10,000.

#### **6. Orders.**

Unless otherwise agreed in writing by Honeywell, all orders must be placed through the Honeywell Partner eCommerce Platform (<https://sps.honeywell.com/shop>). Honeywell may, in its sole discretion, permit Company to place manual orders subject to a fee as determined by Honeywell.

## **7. Trademarks.**

(a) License and Use. Honeywell hereby grants Company a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Offerings that Company is expressly authorized to sell and only in the territory in which Company is authorized to sell (the "Trademarks"). The Trademarks will be used solely in connection with Company's marketing, sale, installation, and servicing of the Offerings. Upon expiration or termination of the Agreement, Company shall immediately cease any and all use of the Trademarks in any manner; however, with Honeywell's prior written approval, Company may use the Trademarks to sell its remaining inventory of Offerings. The rights granted to the Company pursuant to this Agreement are personal to the Company and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Company delegate its obligations hereunder without the written consent of Honeywell.

(b) Acknowledgment of Rights and Trademarks. Company acknowledges that Honeywell is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Company, including any additional goodwill that may develop because of Company's use of the Trademarks, will inure solely to the benefit of Honeywell, and Company will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Company shall use the Trademarks in strict conformity with this Agreement and with Honeywell's corporate policy regarding trademark usage, which shall be provided to Company from time to time. Company shall not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Company rather than Honeywell; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or

(C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Honeywell's ownership of the Trademarks. Company shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Company in violation of this Agreement shall be immediately assigned to Honeywell upon request by Honeywell. (c) Samples. All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks ("Copy") which Company intends to use, and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Honeywell to ensure proper usage of the Trademarks by Company. Honeywell shall promptly review the Copy received from Company and shall not unreasonably withhold its consent. The Copy shall be deemed disapproved if Honeywell does not provide a reply to Company within fifteen (15) business days of Honeywell's receipt of the Copy. Honeywell may refuse to approve, and Company shall not distribute, any materials containing or referring to the Trademarks that derogates, erodes, or tends to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Honeywell's opinion. Company shall provide Honeywell samples of Copy for approval which differ in substance from prior materials used by Company and approved by Honeywell in accordance with the terms of this Agreement.

(d) Infringements. Company shall promptly notify Honeywell of any infringement or potential infringement of the Trademarks. Honeywell may decide in its sole discretion whether and what steps should be taken to prevent or terminate infringement of the Trademarks, including the institution of legal proceedings and settlement of any claim or proceeding. Company shall provide or procure reasonable assistance, such as the furnishing of documents, information, and the execution of all reasonably necessary documents, as Honeywell may reasonably request.

## **8. Termination.**

Upon termination or expiration of an Agreement with a Company that is a distributor or other reseller, for any reason whatsoever, Company shall be obligated: (i) to cease immediately acting as a distributor of Honeywell and abstain from making further sales of Offerings, except with the written approval of Honeywell; provided, however, that Distributor shall have the right to reapply to Honeywell to be an authorized distributor of Offerings to be determined in Honeywell's sole discretion; (ii) to cooperate with Honeywell upon its direction in completing all outstanding obligations vis-à-vis its Customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Honeywell in any manner, and to refrain from holding itself out as having been formerly connected in any way with Honeywell; and (iv) not to dispose of any Offerings purchased from Honeywell except to Honeywell, or as otherwise designated by Honeywell.

Within thirty (30) days after the termination or expiration of the Agreement, Honeywell may, at its option, repurchase from Company all of Honeywell's new and unused Products originally purchased from Honeywell which are within warranty, at the price paid by Company or at Honeywell's then current distributor's price (whichever is lower), less a restocking fee of 25%; and, upon demand, Company shall be obligated to deliver such Products to Honeywell FOB point of shipment, and the price thereof shall be payable (in cash or as a credit against any indebtedness then owed by Company to Honeywell) within thirty (30) days after such delivery. Honeywell shall have the right to inspect such Products before the exercise of its option hereunder. Upon expiration or termination of the Agreement for any reason, Honeywell shall have no obligation to the Company for compensation or for damages of any kind.

Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Company if Company sells or transfers for sale or resale any Offering in contravention of the provision of the Agreement authorizing Company to act as distributor or other reseller.

**Sales in Canada.**

The following shall apply for sales transactions in Canada:

1. All references to currency shall be changed to CAD.
2. All references to the United States or US shall be changed to Canada.
3. Applicable law and forum shall be changed to: The Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to conflicts of law principles. Honeywell and Company expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any dispute arising out of or relating to the interpretation or execution of the Agreement, which cannot be resolved through executive escalation in accordance with the provisions of section 38 of this Agreement hereto, shall be submitted to arbitration for resolution. The arbitration proceedings shall be conducted in accordance with the Ontario Arbitration Act, 1991, and shall take place in Toronto, Ontario in the English language, before a single arbitrator agreed by the parties, or else appointed by a judge of the Ontario Superior Court of Justice upon the application of one or both parties. The arbitrator shall decide according to Ontario law, and awards by this arbitration tribunal shall be binding on the parties.
4. The parties have requested that the Agreement and the present Terms and Conditions be drafted in English. The French language version of these Terms and Conditions can be accessed online at: <https://sps.honeywell.com/us/en/support/safety/legaldocuments/sst/canada/french>. / Le Contrat et les présentes Modalités sont rédigées en Anglais à la demande des parties. La version française des Modalités peut être obtenue en ligne à: <https://sps.honeywell.com/us/en/support/safety/legaldocuments/sst/canada/french>. You may request a copy of the French language version of these Terms and Conditions by contacting Honeywell Sensing Solutions, 830 E Arapaho Rd., Richardson, Texas 75081, Attention: General Counsel. / Vous pouvez demander une version française des Modalités en contactant Honeywell Sensing Solutions, 830 E Arapaho Rd., Richardson, Texas 75081, A/s : General Counsel