These terms and conditions of sale (“Terms and Conditions”) are effective January 1, 2017 and supersede all previous publications covering (“Honeywell”), “Seller”, “we”, “us”, or “our” herein, and shall be treated as is the case of any other document that is presumed by the entity to which you have issued your purchase order. We reserve the right to make any changes in these Terms and Conditions to address any new or changed laws or regulations that affect the operation of this Agreement. The following definitions shall apply:

1. PURCHASE ORDERS.

Purchase orders are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall satisfy: (a) the Agreement; (b) order number; (c) Seller’s Product number or quotation number, as applicable, including a general description of the goods; (d) a complete list of all items to be shipped; (e) any terms or conditions relating to the desired delivery date; (f) the Product is to be shipped; and (g) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation. Seller’s order of Goods is expressly limited to the terms herein. Any conflict, additional, and/or different terms or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Seller. Buyer’s acceptance of Buyer’s purchase order is express permission from Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of payment. In no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or any termination of the Agreement.

11. PACKING.

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for airfreight.

12. BUYER CAUSED DELAY.

For any payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a “force majeure” event. Force majeure is an event beyond the non-performing party’s reasonable control and may include but is not limited to: (a) delays or refusal to grant an export license or the suspension or revocation thereof; (b) embargoes, blockages, seize or freeze of assets, or any other act of any government that would limit a party’s ability to perform under this Agreement; (c) strikes, lockouts, riots, strife, insurrection, war, terrorism, sabotage, civil or military disturbances, or any other cause beyond the control of Seller or Buyer, for any period as the parties may agree in writing. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days notice to Buyer.

15. TERMINATION/SUSPENSION.

(b) The non-performing party commits an act of bankruptcy, insolvency, or other similar directive. Buyer agrees that it will not use the Products in connection with any activity involving nuclear energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than 10% in any single payment period, then Seller may elect to renegotiate a new price by providing Seller with a list of the changes in the cost of Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days notice to Buyer.
fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer's or its customers' non-compliance with Export/Import Control Laws. Buyer shall provide in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, 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 Export/Import Control Laws. Seller will provide Buyer's designated freight forwarder with required commodity information. Without otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, services, or technical data in any nuclear fission or fusion, or any use or handling of any nuclear material or, any nuclear, chemical, or biological weapons.

Buyer will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, export, re-export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to comply with applicable import, export, re-export or re-export laws or regulations.

18. ANTI-CORRUPTION LAWS
Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act as amended, the “FCPA”) and all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Law”) without regard to whether or not the provisions of such laws and regulations are consistent with local laws and regulations. In particular, Buyer will not make any payments to or offer any gifts to any foreign official, employee, representative, or other person for the purpose of influencing official action or obtaining an unfair advantage in commercial transactions. Nor will Buyer, its employees, or its agents, offer, promise, or make any payment to any foreign official, employee, representative, or other person acting in an official capacity for the purpose of obtaining or retaining business or the performance of an official act. Furthermore, Buyer will not make any payments to or offer any gifts to any foreign official, employee, representative, or other person in order to influence or influence any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or any other Anti-Corruption Law.

(a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to: (i) any “Restricted Person” defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government agency, any government authority, any government department or agency, or any government or public international organization; (B) any political party or party official; (C) any candidate for public office; (D) any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are engaged in disputes with the United States; or (iii) prohibition against complying with the boycott of certain countries covered by US anti-boycott legislation; and (i) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers. Buyer shall obtain all necessary export licenses in connection with any such transfers or sales, export and re-export of all goods, all technology, and software purchased, licensed, and received from Seller. Unless otherwise mutually agreed in writing, Buyer shall not sell, transfer, export or re-export any Goods or Software for use in activities violating the non-proliferation of nuclear weapons or missiles, or use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or Software may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to the Buyer or any other party, has obtained all necessary licenses or controls acceptable to the Supplier and adequate in the Supplier’s opinion to protect the Supplier against any type of liability.

Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer’s or its customers’ non-compliance with Export/Import Control Laws. Buyer shall provide in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, 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 Export/Import Control Laws. Seller will provide Buyer’s designated freight forwarder with required commodity information. Without otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, services, or technical data in any nuclear fission or fusion, or any use or handling of any nuclear material or, any nuclear, chemical, or biological weapons.

Buyer will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller’s ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, export, re-export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s performance; or (3) delays due to Buyer’s failure to comply with applicable import, export, re-export or re-export laws or regulations.

19. DATA COLLECTION, TRANSMISSION AND USE
Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information may include the name and email of those users of the Product. The information will be used by Buyer for the purpose of assisting Seller to provide assistance with Product repairs, diagnostics, research and analyses to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. Buyer acknowledges that the information may be collected by the device or network provider with third parties and shared with Honeywell affiliates located outside of European Union, as in USA, India or Mexico. No end-user identifiable data will be provided to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA
(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or faulty material, then Seller shall repair or replace such component. In the case of any Product component of a Product which is sold or licensed subject to a “Shrink Wrap” license agreement, if Buyer does not bear the expense of such shipping to Product, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, repair or replace such Product, and (2) ship such Product to its return to its original location. Seller’s sole and exclusive remedy shall be the repair or replacement of the Product, at Seller’s sole expense. Such repair or replacement does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices and are warranted for ninety (90) days from the date services are performed. Seller’s obligation and Buyer’s sole remedy under this warranty is that Seller will correct or re-perform defective services or refund fees paid for such services. Seller’s sole and exclusive remedy for such defects is the repair or replacement of the Product (or any part thereof) which does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period. Unless otherwise specified in the Agreement, software is provided on an “as-is” basis only.
25. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (A) SELLER’S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24 OF THESE TERMS AND CONDITIONS), SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER; (B) NO QUESTION OR ISSUE ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS, DAMAGE, EXPENSE, PHASED, INCONVENIENCE, COSTS, BUSINESS OPPORTUNITY, OR REPUTATION. (C) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS, DAMAGE, EXPENSE, PHASED, INCONVENIENCE, COSTS, BUSINESS OPPORTUNITY, OR REPUTATION FOR PERSONAL INJURY, LOSS OF LIFE, DAMAGE TO PROPERTY, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, THE PARTIES EXPRESSLY AGREE THAT SELLER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR LIABILITIES FOR CORRUPTION OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal,无效, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereof.

WAIVER. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the surviving party to enforce any provision or right herein.

APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of the United States of America. Any action or proceeding arising hereunder to which SELLER is a party will be brought in the courts of the state in which the Honeywell selling entity is registered. Seller and Buyer 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 potential dispute relating to the Agreement will fall under the exclusive jurisdiction of the courts of the country in which the Honeywell selling entity is registered.

DISPUTE RESOLUTION (EXECUTIVE ESCALATION). Before the parties initiate any dispute resolution proceeding, the parties must schedule a mandatory executive resolution conference to be held within 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 and the parties will attempt to resolve the dispute. After the conference, the parties may negotiate in an attempt to resolve the dispute. If the dispute is not resolved within 15 days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper will be subject to the parties’ mutual written approval, which approval will not be unreasonably withheld.

INDEMNIFIER. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

HEADINGS AND SECTIONS. The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraphs or section thereof.

INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force, provide, and maintain, at a minimum, insurance with the following limits: (a) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurer to givewritten notice to Seller at least thirty (30) days prior to any expiration or termination of, or cancellation of, any insurance under this Agreement. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated at minimum a “A-, X” by AM Best or equivalent rating agency. All certificates shall be delivered to the respective party at least one business day prior to the expiration of any order hereunder. In addition, all such policies shall name Seller as an additional insured.

ASSIGNMENT; SUBCONTRACTING. Seller will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

ALL PROVISIONS OF THE AGREEMENT that by their nature should continue in force become the completion or termination of the Agreement will remain in force.