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 specify: (a) the Agreement; (b) order number; (c) Seller’s Product 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 Product is to be shipped; and (h) 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.

2. PRICING.

Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

3. ORDER MODIFICATIONS.

Buyer may request order modifications to quantities in an order within 24 hours of order placement (or in Seller’s sole discretion), provided that the order is open and not in a shipping status or closed, and subject is full to (a) Seller’s right to accept or reject such request in its sole discretion, and (b) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, unless otherwise agreed upon in writing. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 30 days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all goods will be deemed received and delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions. Title to goods passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar changes incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 30 days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions. Title to goods passes to Buyer upon full payment. Seller 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 confirmation.

5. ACKNOWLEDGEMENTS.

Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller will notify Buyer via phone, fax, email, postal mail or order confirmation.

6. INSPECTION AND ACCEPTANCE.

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed thirty (30) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller’s designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was not based on a breach of the provisions of the present Terms and Conditions, Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCT CHANGES.

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS.

No purchase order may be canceled by Buyer without the prior express written consent of the Seller which consent shall be in Seller’s sole discretion and subject to payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancelations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT.

Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. Payment is due thirty (30) calendar days from date of invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts and interest that are due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on the delinquent amount at the higher rate specified in law or as specified in the Agreement; (c) foreclose on any property or security pledged or hypothecated; (d) assign the Agreement to a third party; (e) repossess or take possession of any of Seller’s equipment, machinery, fixtures, or buildings; (f) foreclose on any security or other property of Buyer; (g) sell or assign the Account or Schedule A, for each fall or partial month in which payment is overdue; (h) recover all costs of collection, including but not limited to reasonable attorneys’ fees; (i) withhold from Buyer any rebates payments; (j) credit any of the foregoing to any outstanding balances; (k) suspend or terminate the Agreement governing Buyer’s credit; or (l) repossess or take possession of any security or other property of Buyer. Seller may re-evaluate Buyer’s credit standing at any time. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

It has been expressly agreed that, except in case of extension solicited at the latest 10 days before the due date and expressly granted by Seller, invoices remaining unpaid after their due date mentioned on the invoice may, at Seller’s sole discretion, give rise to:

- The application of a late payment penalty, without any prior written notice being necessary to Buyer, equal to the prevailing legal interest rate calculated by considering the number of days between the due date for payment and the date of the effective payment. The legal interest rate shall be that of the last day of the month preceding the issuance of the invoice and/or
- The application of a fixed sum for recovery costs of minimum 40€.

10. TAXES.

Seller’s price excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes resulting from the Agreement or Seller’s performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any amount paid to Buyer under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller 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 Seller under this Agreement, the amount will be increased so that the amount Seller receives net of the Taxes withheld equals the amount Seller would have received if no Taxes had been required to be withheld. Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and Buyer will forward proof of such withholding sufficient to establish the withholding amount and remittance to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

11. PACKING.

Buyer 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.

Buyer is liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to no fault or negligence of Seller or the Products; or (d) withhold from Buyer any rebate payments; (e) withhold from Buyer any rebates payments; (f) credit any of the foregoing to any outstanding balances; (g) suspend or terminate the Agreement governing Buyer’s credit; or (l) repossess or take possession of any security or other property of Buyer. Seller may re-evaluate Buyer’s credit standing at any time. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

It has been expressly agreed that, except in case of extension solicited at the latest 10 days before the due date and expressly granted by Seller, invoices remaining unpaid after their due date mentioned on the invoice may, at Seller’s sole discretion, give rise to:

- The application of a late payment penalty, without any prior written notice being necessary to Buyer, equal to the prevailing legal interest rate calculated by considering the number of days between the due date for payment and the date of the effective payment. The legal interest rate shall be that of the last day of the month preceding the issuance of the invoice and/or
- The application of a fixed sum for recovery costs of minimum 40€.

13. FORCE MAJEURE.

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a “Force Majeure” event. 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) strikes, lockouts, work stoppages; (c) fires, explosions, earthquakes; (d) floods, tropical storms, hurricanes, tornadoes, severe weather conditions; (e) any other acts of God; (f) quarantines or regional medical crises; (g) civil disorder, war, insurrection, or rebellion; (h) inability or refusal by Buyer’s directed third party to provide Seller parts, services, manuals, or other information necessary to the goods or services to be provided by Seller under the Agreement; (i) failure of 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 at the parties may agree in writing.

14. MANUFACTURING HARDSHIP.

If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of fuel, labor, transportation, internal, external, feedstocks, or Product) increases by more than five percent (5%) over Seller’s production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the 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 written notice to Buyer.

15. TERMINATION / SUSPENSION.

Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than thirty (30) days following notice from Seller to Buyer that Buyer is in default; (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any right hereunder without Seller’s prior written consent; (iv) Buyer fails to perform pursuant to this Agreement in material part or complete performance of the Agreement; (v) Buyer causes or permits to occur any bankruptcy, receivership, voluntary or involuntary liquidation or reorganization of Buyer or the Products; or (vi) if Buyer is a distributor or other reseller, the Buyer sells or transfers for sale or resale any Product in contravention of the provision of the Agreement authorizing Buyer to act as distributor or other reseller; or (vii) any breach of section 16 of this Agreement. 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 at law or equity.
Any party may suspend performance under this Agreement at Buyer’s expense if said performance may cause a safety, security, or health risk.

16. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT
Buyer shall not, directly or indirectly, (a) employ anyone who has been classified as a foreign official or any person who has provided improper benefits to a foreign official, (b) cause or knowingly permit, (c) attempt to cause or knowingly permit, (d) cause or directly or indirectly cause, or (e) knowingly or with reasonable suspicion, cause a violation of the FCPA or any other Anti-Corruption Law, or the Code of Business Conduct of the Code of Conduct,” available at [https://www.honeywell.com/who-we-are/integrity-and-compliance].

17. EXPORT AND IMPORT COMPLIANCE
Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any foreign official, government or political official, or any other person to influence the official conduct of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to countries which are embargoed by the US or other applicable UN, international or national sanctions; (iii) prohibition against export of certain categories of encryption software; (iv) sanctions against particular countries, persons, or entities, including any governmental officials or public international organization; (B) any political party or party official; (C) any candidate for public office; (D) any public international organization; (ii) any political party or party official; (C) any candidate for public office; (D) any public international organization.

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 limiting the foregoing, Buyer hereby certifies that (a) it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or other jurisdiction if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction.

21. WARRANTY TERMS
(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder (except software and software components), Seller warrants that, for the period of time that is published for each Product by Seller from time to time commencing on the date such Product is shipped from Honeywell’s facility or the date title to such Product passes to the customer, whichever is earlier (such period referred to herein as the “Warranty Period”), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for the purpose of ensuring Buyer’s compliance with any applicable laws and regulations, will be free from defects in materials and workmanship and will perform in conformance with specifications provided by Seller for the period of time stated in the Product’s warranty and in Seller’s most recent written notice to Buyer.

(c) Exclusive Remedies. Buyer’s exclusive remedy for any breach of warranty by Seller is to return the Product, and Seller’s liability hereunder shall be limited to repair or replacement of the Product and return to Buyer. Seller shall not be liable for any other breach or failure of the Product, and Buyer shall have no remedy or right of action against Seller or against any person, firm, or corporation who may have been used or furnished in connection with the production, manufacture, sale, delivery, or use of the Product.

(e) Limitation of Liability. Seller’s liability, whether in contract or in tort, under the Agreement shall not exceed the greater of the purchase price paid for the Product by Buyer or $100,000.00. In no event shall Seller be liable for any other breach or failure of the Product, and Buyer shall have no remedy or right of action against Seller or against any person, firm, or corporation who may have been used or furnished in connection with the production, manufacture, sale, delivery, or use of the Product.

(f) Limitation of Liability. Seller’s liability, whether in contract or in tort, under the Agreement shall not exceed the greater of the purchase price paid for the Product by Buyer or $100,000.00. In no event shall Seller be liable for any other breach or failure of the Product, and Buyer shall have no remedy or right of action against Seller or against any person, firm, or corporation who may have been used or furnished in connection with the production, manufacture, sale, delivery, or use of the Product.

(l) Indemnification. Buyer will indemnify and defend Seller against any losses, claims, damages, costs, or expenses, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or any other Anti-Corruption Law, or the Code of Business Conduct, and Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or any other Anti-Corruption Law, or the Code of Business Conduct, and Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry standards and practices and are warranted for ninety (90) days from the date services are performed. Seller’s obligation under this paragraph (b) shall cease upon completion of the services, or if the work is not completed or is defective. Seller shall be liable for any services that are damaged, lost, or not returned to Buyer, if the damage or loss is caused by Buyer or any of Buyer’s agents, employees, officers, financial or other advisors, or any other person or entity.

(e) OTHER LIMITATIONS. The EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS OR ACCESSORIES, SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY
SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A “SHRINK WRAP” LICENSE AGREEMENT), THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(b) DISCLAIMER: THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF SELLER STATED IN SECTION 21 (B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION OF SELLER TO REPLACE, REPAIR OR REPLACE PARTS OF A PRODUCT AS MENTIONED IN SECTION 21 (B) ABOVE. SELLER WILL NOT DEFEND ANY SUIT AGAINST THE BUYER BASED ON A CLAIM THAT THE PRODUCT AS DELIVERED BY SELLER DIRECTLY OR INDIRECTLY INFRINGES A VALID UNITED STATES OR EUROPEAN PATENT OR COPYRIGHT, AND INDEMNIFY FOR ANY FINAL JUDGMENT ASSESSED AGAINST SELLER ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT OF COMPONENTS UNDER SELLER’S “SHRINK WRAP” LICENSE AGREEMENT (IF ANY) SHALL INDEED BE THE EXCLUSIVE REMEDY FOR THE BUYER AS SET FORTH ABOVE IN SELLER’S OBLIGATIONS TO BUYER FOR ANY SUIT AGAINST SELLER BASED UPON A CLAIM OF INFRINGEMENT RESULTING FROM (A), (B), (C), (D), OR (E) OF THIS PARAGRAPH. SELLER WILL NOT DEFEND ANY SUIT AGAINST THE BUYER WHICH ARISE OUT OF SELLER’S OBLIGATIONS TO BUYER FOR ANY SUIT AGAINST SELLER BASED UPON A CLAIM OF INFRINGEMENT RESULTING FROM (A), (B), (C), (D), OR (E) OF THIS PARAGRAPH. BUT SELLER WILL INDEMNIFY AND DEFEND THE COMPETENT COURT AGAINST ANY CLAIMS THAT SUCH A SUIT IS LIKELY, IF SELLER, AT ITS OPTION, IN ITS DISCRETION, AND WITHOUT SELLER’S CONSENT. BECAUSE SELLER HAS EXCLUSIVE CONTROL OF RESOLVING CLAIMS UNDER THIS PROVISION, IN NO EVENT WILL SELLER BE LIABLE FOR ANY DEFENSE FEES OR COSTS INCURRED BY BUYER. SELLER WILL NOT INCUR ANY EXPENSES OR COSTS INCURRED BY BUYER FOR ANY SETTLEMENT WITHOUT SELLER’S PRIOR WRITTEN CONSENT.

22. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT

24. IMMUNITY

25. LIMITATION OF LIABILITY

26. NOTICES

27. SEVERABILITY

28. WAIVER

29. APPLICABLE LAW AND FORUM

30. DISPUTE RESOLUTION (EXECUTIVE ESCALATION)

31. PUBLICITY
32. INDEPENDENT CONTRACTOR. 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.

33. 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 paragraph or section thereof.

34. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) 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 insurance carrier to notify Seller 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-, X” by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

35. ASSIGNMENT; SUBCONTRACTING. Neither party 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 or delegate 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.

36. SURVIVAL. 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.