TERMS & CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") are effective January 1, 2017 and supersede all previous publications covering ("Honeywell"; "Seller", "we", "us", "our" or "we"") herein, and shall differ based upon the entity to which you have issued your purchase order products or services (hereinafter referred to as "Products"). References to "Buyer", "you", "your" or "we" are to the purchasers of our Products. Certain country, line of business and product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Attachment A, A1 and B hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions. These Terms and Conditions (and if applicable, the Exception) shall control over any purchase orders, purchase orders, receiving notes, or other documents that vary. The definitions of "Agreement" (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied by any other document, contract, or representation (other than these Terms and Conditions) that are mutually agreed to by the parties. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

7. PRODUCT CHANGES.

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Buyer shall have a reasonable opportunity to repair or replace 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 receipt of written notice specifying the failure to perform or breach, 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 receipt of written notice specifying the failure to perform or breach, then Seller may have the right to (a) cease performing the obligations under the Agreement, (b) declare the Agreement null and void and retain all payments made by Buyer, (c) recover all costs of collection, including but not limited to reasonable attorneys' fees, (d) withhold from Buyer any rebate payments, (e) combine any of the above rights and remedies as may be permitted by applicable law, (f) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security or terminate any program or other benefits. These remedies are in addition to any other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer’s credit standing at all times. 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.
• Force majeure event, Force majeure event is an event beyond Seller’s control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would be forbidden under the "force majeure" event. Force majeure event is an event beyond Seller’s control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would be forbidden under the
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.

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 the Product, including type and configuration of the Product, and data concerning Product performance and status and management, such as battery level, software version, device location, ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, compatibility with Product requirements, diagnostics, research and analytics to improve functionality or optimize performance of the Product. There may be restrictions on the types of information collected to ensure privacy or security. Personal data collected by the device may be stored 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-users that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA
The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party. Any such confidentiality obligations shall cease upon the expiration or termination of this Agreement. The party receiving confidential information shall not disclose such information to any third party, except as necessary to perform the terms of this Agreement, or to its service providers, agents, and contractors. Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers (“end user”) for the purposes of fulfilling services stipulated in the Agreement. Any inquiries by Buyer, the end user, or the data protection authority related to data processing by the Seller will be responded promptly and fully. The Buyer may request additional documentation and standard provided to Buyers. Seller will provide at Buyer’s costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled in a secure and confidential manner. Seller commits to audit at regular intervals and to comply with all data protection laws and cyber security standards. Such audit can be executed only (i) after at least thirty (30) days prior notice, (ii) occur during normal working hours and (iii) shall not interfere with regular course of business. Any costs related to the audit shall be determined and charged to the Buyer unless otherwise agreed in writing.

21. WARRANTY TERMS
Subject to the provisions of this section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller hereunder (excluding software or 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 date 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 material and workmanship. Any claim by Buyer against Seller for use with such software or software components, are provided “AS IS” and with all faults. The entire risk as to the satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying data. Seller warrants to the Buyer in section 21 and the “Limitation of Liability” provision of the Agreement (section 25), that with respect to the Quality Product sold hereunder, and may be modified or amended only by a written instrument signed by Seller and accepted by customer. The warranties do not apply if, in the reasonable opinion of Seller, the cause of any failure or defect is due to misuse or improper use of the Product. Seller’s obligations hereunder shall be limited to either: (a) the return or replacement of the Software, as applicable, to Seller’s then current version of the Software; (b) repair or replacement of the Product, at Seller’s option, in accordance with this section, or (c) refund to Buyer the purchase price paid for the services, at Seller’s sole election, if Buyer notifies Seller in writing of defective services within the Warranty Period. All services corrected or re-performed are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an “as is” basis only.

(2) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices and are warranted for ninety (90) days from the dates services are performed. Seller’s obligation and Buyer’s remedy hereunder shall be limited to either: (a) the return or replacement of the Service, as applicable, to Seller’s then current version of the Service; or (b) refund to Buyer the purchase price paid for the services, at Seller’s sole election, if Buyer notifies Seller in writing of defective services within the Warranty Period. All services corrected or re-performed are warranted for the remainder of the original warranty period.
In order for this limited warranty to be effective, you must notify us within 20 days of discovery of a defect. You must return the defective Product to us within the Warranty Period, properly packaged, and with insurance and transportation costs prepaid. Seller will examine the Product and, if Seller determines that the Product is defective, Buyer will be entitled to one of the following remedies: (1) repair of the Product, (2) replacement of the Product, or (3) refund of the purchase price. Buyer will be responsible for costs associated with removing the Product from the location of use and reinstallation at Buyer’s expense.

10. Limitation of Liability.

In no event will Seller or its agents or representatives be responsible for any of the following: (a) incidental, consequential, indirect, special, statutory, or punitive damages of any kind, or any loss of profits, revenue, goodwill, or savings, (b) losses due to interruption of business, corruption of data, or loss of use, even if Seller has been advised of the possibility of such damages, (c) any loss or damage arising from Business Interruption, Lost Profits, Lost Revenues, Loss or Corruption of Data, or Loss of Use, even if Seller has been advised of the possibility of such damages, (d) any loss or damage arising from infringement of any intellectual property rights, (e) any loss or damage arising from any claim of infringement, (f) the provisions of this Agreement stated in Section 21 above are in lieu of any other warranties, express or implied, (g) the provisions of this Agreement stated in Section 21 above are in lieu of all other warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and (h) any loss or damage arising from any claim of infringement, (i) the parties expressly agree that the sole remedy and their exclusive liability for any damages, losses, or injuries shall be as set forth in this provision.

25. Severability.

If any term, provision, or section of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining terms, provisions, or sections shall not be affected and in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.


Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer’s authorized representative or, if to Seller, to Seller’s authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid, or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier is indicated as having been delivered.

27. Waiver.

No waiver will be binding unless 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 of the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.
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.

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