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”). You (hereinafter referred to as “Buyer”). References to “Buyer”, “you”, or “your” 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 Schedule A. 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 any separate agreement between us and you that specifically reference these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersede any prior representations, 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 except in a writing signed by an authorized representative of each party. 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. 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.

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.

Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, or different terms or conditions on Buyer’s purchase order shall be rejected by Seller. Risk of loss or damage to Products in transit shall be borne by Buyer. If Seller reasonably determines that this change request is beyond the scope of Buyer’s request, Buyer shall be held liable for all costs incurred. Seller reserves the right to ship orders in a single lot or in multiple shipments as reasonably determined by Seller in its sole discretion. Seller will attempt to meet requested delivery dates. However, if Seller cannot meet its obligations due to a “force majeure” event. Force majeure is an event beyond the control of Seller to meet its obligations which is not preventable by the Seller including, but not limited to: (i) acts of God, (ii) floods, hurricanes, earthquakes, storms, fires, or other acts of nature, (iii) armed conflicts, blockages, seizure or freeze of assets, (iv) embargoes or refusals to grant an export license or the suspension or revocation thereof, (v) delivery of goods by carriers, public or private, (vi) strikes or other labor disputes, (vii) difficulties in obtaining materials or services, or (viii) acts of any government that would limit Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, or different terms or conditions on Buyer’s purchase order shall be rejected by Seller. Risk of loss or damage to Products in transit shall be borne by Buyer. If Seller reasonably determines that this change request is beyond the scope of Buyer’s request, Buyer shall be held liable for all costs incurred. Seller reserves the right to ship orders in a single lot or in multiple shipments as reasonably determined by Seller in its sole discretion. Seller will attempt to meet requested delivery dates. However, if Seller cannot meet its obligations due to a “force majeure” event. Force majeure is an event beyond the control of Seller to meet its obligations which is not preventable by the Seller including, but not limited to: (i) acts of God, (ii) floods, hurricanes, earthquakes, storms, fires, or other acts of nature, (iii) armed conflicts, blockages, seizure or freeze of assets, (iv) embargoes or refusals to grant an export license or the suspension or revocation thereof, (v) delivery of goods by carriers, public or private, (vi) strikes or other labor disputes, (vii) difficulties in obtaining materials or services, or (viii) acts of any government that would limit

rejection was improper, 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. Buyer 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 (i) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for customers or specialty 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 is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on delinquent amounts at the maximum rate permitted by law or as specified in Schedule A, for each full or partial month in which payment is overdue; (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 all other remedies available at law or in equity. If Buyer fails to pay or perform its obligations under these terms or conditions, at Seller’s discretion, 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, equal to the prevailing legal interest rate, in accordance with the law of 2 August 2002 on combating late payment in commercial transactions, 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 due date of the invoice and / or
- The application of a fixed sum for recovery costs of minimum €40.

10. TAXES.

Seller’s pricing 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 transaction 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 reduce or exclude the imposition of 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, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller 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 Seller 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 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.

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.

Seller is not 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 the performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

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 party's reasonable 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, blockades, seizures or freeze of assets, or any other acts of any government that would limit

a party’s ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) other acts or omissions by governments, governmental or private authorities, including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product increases by more than 5% over Seller’s production or purchasing cost for the Product 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.

Buyer may, at its sole discretion, suspend or terminate this Agreement and any and 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 after receipt of written notice specifying the failure to perform or breach; (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 rights hereunder without Seller’s prior written consent; (iv) Buyer becomes insolvent, liquidates, makes an assignment for the benefit of creditors, or becomes a debtor in bankruptcy, (v) Buyer makes an assignment for the benefit of creditors, (v) if the Buyer has a change in control or ownership, (vi) Buyer engages in activities relating to such weapons or missiles. In addition, the Products or technology, know how or specialized technical information to countries where the transfer or disclosure would be in violation of the FCPA or any other Anti-Corruption Law.

16. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.

Seller shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, 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-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, supranational or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to 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 embargoed by the United States or other applicable UN, international, supranational or national sanctions; (iii) prohibition against complying with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialized technical information to countries where the transfer is prohibited by licensing laws and permitting requirements with respect to such transfers. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software products, and products and technology, and received from Seller. Unless otherwise mutually agreed in writing, 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 include provisions 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. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the services, services, or technical data in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

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 will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, give, promise to give or give, or authorize the payment 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 department, agency, or instrumentality, any government-controlled entity, or public international organization; (B) any foreign official for any government, any government department, agency, or instrumentality of, any government-controlled entity, or public international organization; (C) any political party or party official; (D) any candidate for public office; (E) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or (F) any person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person. (b) Neither the Buyer nor any of its shareholders, directors, officers, employees, or agents has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law. (c) It will maintain accurately such books and records as Seller may reasonably require from time to time. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer’s compliance with the FCPA and other Anti-Corruption Laws and the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit. (d) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without providing any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or policies of the United States or other jurisdiction, and all policies of Seller, are not violated. (e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder. (f) That 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. (g) That it shall immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA, other Anti-Corruption Law, or the Code of Conduct. (h) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if any, of the Agreement. (i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of such investigation or reasonably anticipated investigations.

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 quantification. 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 Buyer may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.
Buyer warrants that neither it nor any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with any contract with any federal governmental agency or instrumentality. Buyer further warrants that neither it nor any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

19. DATA COLLECTION, TRANSMISSION AND USE
Buyer understands that certain Products may include software to collect information about how, 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; association of product or product components with others; or use in conjunction with any other software or hardware. Data collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/monitoring of such Products. Buyer acknowledges that 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 parties by Seller, subject to the obligations of Seller set forth herein and any applicable laws and regulations.

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 for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient; (b) received from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers (“End users”) for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end user or the data protection authority related to data processing by the Seller will be responded promptly and fully. Shall Buyer require additional documentation and standard provided to Buyers, Seller will provide it at Buyer’s costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled properly and at Seller costs. Buyer has the right to audit Seller’s compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least 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 will be borne only by the Buyer. Upon termination of this agreement, Seller shall cease or anonymize the personal data of the Buyer or the end user, as at its discretion.

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 (software or software components), Seller warrants that, for the period of time that is applicable to each Product sold by Seller to the customer (the “Warranty Period”), the Product shall be free from defects in materials and workmanship and will substantially conform to Seller’s published specifications and will operate in conjunction with any other software component (including without limitation a “shrink wrap” or “CD” license agreement) to which it is sold or licensed, provided that the recipient of the software component (including without limitation a “shrink wrap” or “CD” license agreement) to which it is sold or licensed is not in violation of any applicable law, does not operate in such a manner as to cause the Product to function in a manner inconsistent with the published specifications of the software component (including without limitation a “shrink wrap” or “CD” license agreement) to which it is sold or licensed, or with the Product, and provided that use of the Product for which the warranty is provided is in accordance with published specifications, instructions, and conditions contained in the provided documentation and with applicable laws and regulations.

(a) Warranty Claims. If, during the applicable warranty period ("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 defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (i) in Seller’s sole discretion, repair or replace such Product, and (ii) ship such Product to return it to its original location. Seller’s obligations hereunder shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the claimed defect or nonconformity actually exists and was not caused by improper installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for the repaired or replaced 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 the services, provided that Seller’s aggregate liability with respect to the warranties provided by Seller in this section 21 are the only warranties provided by Seller with respect to the software or software components), Seller warrants that, for the period of time that is applicable to each Software component, (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 any "shrink wrap" or "CD" license agreement). The WARRANTIES, IF ANY, OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR LOSS, DAMAGE, OR INJURY WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT (AT SELLER’S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE HONORABLE UNLESS SUCH WRITTEN AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(c) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), 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.

(d) 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 OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY 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 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 PRODUCTS. REPAIR OR REPLACEMENT (AT SELLER’S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE HONORABLE UNLESS SUCH WRITTEN AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(e) Miscellaneous Provisions. Without limitation of the foregoing, the following additional provisions apply to this limited warranty:

(1) In order for this limited warranty to be effective, you must notify us within 20 days of the claimed defect or nonconformity actually exists and was not caused by improper installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for the repaired or replaced 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.

(2) Honeywell will reship the Product to you at our expense in the United States. If applicable, Buyer, 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 Seller. Buyer shall perform and fulfill its at the sole expense of the terms and conditions of each warranty, including providing reasonable assistance with product recalls or other warranty actions by Seller, subject to the obligations of Seller set forth herein.

(3) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller’s instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or improper installation after shipment to Buyer; (c) damage caused by failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller’s manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing Warranty Period.
including, but not limited to, consumables (e.g., flashbulbs, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by: (a) Buyer's misuse or abuse; (b) Buyer's failure to follow the instructions or warnings with respect to the use, storage, or operation of the Product; (c) Buyer's failure to provide proper maintenance to the Product; (d) Buyer's failure to provide appropriate operating environment or any other failures arising from Buyer's failure to maintain or operate the Product in accordance with the Product's instructions. This limited warranty does not cover defects which we determine are caused by: (a) Buyer's misuse or abuse; (b) Buyer's failure to follow the instructions or warnings with respect to the use, storage, or operation of the Product; (c) Buyer's failure to provide proper maintenance to the Product; (d) Buyer's failure to provide appropriate operating environment or any other failures arising from Buyer's failure to maintain or operate the Product in accordance with the Product's instructions.

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.

30. DISPUTE RESOLUTION (EXECUTIVE ESCALATION). 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 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 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.

31. 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.

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, employee, or independent contractor of the other party, and neither party hereto shall have 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 1,000,000 EUR per occurrence and 2,000,000 EUR 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.

***