

**1. Applicability.** Purchase orders placed by Company (“**Order**”) for the purchase of: products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “**Products**”) or, services to support a defined customer requirement (“**Services**”) will be governed solely by these conditions of sale (“**Agreement**”), unless and to the extent that a separate contract is executed between Company and Honeywell. Company is defined as the procuring party and Company and Honeywell are collectively referred to as the “**Parties**” and individually as a “**Party**.” This Agreement will apply to all Orders for Products or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “**Order**” within this Agreement may refer to the contract between the Parties.

**2. Purchase Orders.** Orders are non-cancelable, including any revised and follow-on Orders, and will be governed by the terms of this Agreement. Orders will specify: **(A)** Order number, **(B)** Honeywell’s Product part number or quotation number as applicable, including a general description of the Product; **(C)** requested delivery dates; **(D)** applicable price; **(E)** quantity; **(F)** location to which the Product is to be shipped; and **(G)** location to which invoices will be sent for payment. Purchase orders are subject to acceptance by Honeywell. Honeywell’s acknowledgment of receipt of an Order will not constitute acceptance. Any Orders provided under this Agreement are for the purpose of identifying the information in **(A)** through **(G)**, above. Unless expressly agreed to in writing by Honeywell, any terms conflicting with the terms of this Agreement will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect.

**3. Delivery.** a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Company or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with your Customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Company, or a type of product different than that ordered by Company, Company may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell’s cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Company is liable for any delays or increased costs incurred by Honeywell caused by Company’s acts or omissions including, without limitation, all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide. b. **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell’s point of shipment (“**Honeywell Dock**”) for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. c. **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Orders will be

accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Honeywell in respect of any delays of for non-performance, if Company requests a delivery date for an Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Company does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

**4. Acceptance.** Acceptance. Unless test and acceptance criteria are otherwise stated and defined in the Statement of Work, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Company will make such final inspection and issue acceptance within three (3) business days. If Company finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Company will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Honeywell may correct, replace or re-perform, at its option, the portions of Work giving rise to the non-acceptance. Company shall be liable for all costs and expenses associated with any improper non-acceptance, including, without limitation, any costs or expenses associated with delay, correction, replacement or re-performance. Any failure to inspect the Work or failure to issue a proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Company further agrees that partial or beneficial use of the Work by Company or end-users, including, without limitation, any placement of software included in the Work into a production environment at any time, will constitute final acceptance of the Work under this Agreement. To the fullest extent permitted by law, Company shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys’ fees, that in any way result from or arise from Company’s breach of this Section. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Company indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell’s negligent actions or willful misconduct.

**5. Acceptance for Products installed by Honeywell.** For Products that are sold with installation Services, Honeywell will prepare a plan of testing to verify completion of the Work. Final Acceptance is the earlier of verified completion of the Work through testing, or the first commercial use of the Work by Company, either of which may occur in stages for portions of the Work. If Final Acceptance occurs in stages, the final payment shall be paid, proportionally to the portion accepted. Should Company delay testing necessary to verify completion or fail to provide adequate product or personnel for such testing, Final Acceptance will be deemed to be the date testing was set to occur.

**6. Changes.** a. A Change Order is a written order signed by Company and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule. b. Company may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal. c. Honeywell may make a written request to Company to modify this Agreement based on the Company's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If, after the Company has rejected the Change Order, Company and Honeywell cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work. d. Honeywell may, without notice to Company, incorporate changes to Products that do not alter form, fit, or function.

**7. Changes caused by Company.** If Company's actions or inactions alter the Work to be performed under the Agreement, Honeywell will provide a change order to Company and Company will have five business days to accept or reject the change order. If Company rejects the change order, Honeywell will have no obligation to perform the additional or altered Work. Failure to respond within five business days will be deemed acceptance.

**8. Payments** Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Company has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, Honeywell may change Company's credit terms at any time in its sole discretion and may, without notice to

Company, modify or withdraw credit terms for any order, including open orders. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be determined by Honeywell on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made in [INPUT: Type of Currency] currency unless agreed otherwise in writing and must be [AERO/HPS/AM: made via electronic fund transfer. Unless otherwise agreed to by Honeywell, payment by credit card is not permitted. Company will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising] [OTHER: accompanied by] remittance detail containing at a minimum the Company's order number, Honeywell's invoice number and amount paid per invoice. Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above.

Payments must be in accordance with the "Remit To" field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Company must pay the undisputed amount of the invoice within the original invoice payment due date.

**9. Set Off.** Neither Company nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**10. Warranty. Products with installation.** For Products that include installation by Honeywell, Honeywell warrants that at time of Final Acceptance, Products will comply with this Agreement, and for a period of 12 months after Final Acceptance will be free from defects in workmanship and material.

On receipt of notice of Product Nonconformance (as defined below), Honeywell will, at Honeywell's discretion, either remedy the condition at the Worksite; provide a replacement part and instructions for Company to remove and replace the part; or use a VPN to connect and correct the condition remotely. In the case of parts replacement, Honeywell will pay the costs of transporting the parts to Company and will reimburse Company for the costs of transporting parts to Honeywell. If there is a Major Failure, Honeywell will provide the necessary labor and materials to correct the failure at no cost to Company. "Major Failure" means a failure that significantly impacts Company's ability to use the Work by

failing to perform at 80% productivity or greater, which is solely caused by seller's Services or the Work's failure to materially conform to the specifications in the Agreement, and which cannot be corrected by replacement parts; modification by Company; or remote modifications by Honeywell. Company will reimburse Honeywell for the labor and expenses of remedial action if the failure is not covered by this warranty.

**11. Warranty. Products.** Honeywell warrants that at time of shipment to Company its Products will comply with applicable Honeywell drawings and for a period of 12 months after shipment of the Products will be free from defects in workmanship and material.

This warranty runs to the Company, its successors, assigns, and customers. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty. "Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance. "Product" means end items, line replaceable units and components thereof, including those returned for exchange. Company must notify Honeywell in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell's written instructions. Honeywell's obligation and Company's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Product Nonconformance.

All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. Honeywell assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Honeywell's nearest warranty repair facility for such Products. Company will provide copies of freight invoices to Honeywell upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; or use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Products. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. **Services.** Honeywell warrants that

Services will comply with the requirements stated in this Agreement. This warranty is valid for 12 months from the date Services are performed. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell 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. **Disclaimer.** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

**12. Delay.** a. Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence of Hazardous Substances of Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes or lockouts,
8. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property),
9. Inability or refusal by Company's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement, or
10. Any other cause beyond the non-performing party's reasonable control.

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is

actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Company.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke the Surcharges clause. In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Company Orders or affected portion thereof.

b. COVID-19. Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**13. Termination & Suspension of Performance.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Company upon the occurrence of any of the following events: (a) Company fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Company fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Company or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Company's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Company experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Company violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Honeywell's sole discretion, adversely impact Honeywell; or (f) Company engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Products. Termination does not affect any debt, claim, or cause of action

accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Company's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**14. Disputes.** Any dispute, claim, controversy, action, cause of action, arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the Governing Law & Jurisdiction clause set forth in this Agreement. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy. If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this article will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

**15. Applicable Law.** This Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the State of New York, United States, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

**16. Limitation of Liability.** IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID FOR

THE PRODUCT RELATED TO THE CLAIM.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

### 17. Nondisclosure and Non-Use of Information.

“Proprietary Information” means: any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; business related information including but not limited to pricing, manufacturing, or marketing; the terms and conditions of any proposed or actual agreement, between the parties or their affiliates, either Party’s or its affiliates’ business policies, or practices; and the information of others identified as confidential, proprietary or a trade secret that is received by either Party under an obligation of confidentiality.

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Company only to provide products or services for Company from Honeywell and not from any other source. Company will not use or disclose Honeywell’s Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; known to recipient at the time of disclosure through no wrongful act of recipient; received by recipient from a third party without restrictions similar to those in this clause; or independently developed by recipient without use of or reference to the disclosing Party’s Proprietary Information.

If the receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving Party will give the disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and enforce

this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

Company shall only use Products and Proprietary Information as explicitly permitted herein, and shall not use, or permit others to use, the Products and Proprietary Information in connection with: (a) reverse engineering, disabling, modifying, decompiling, reverse assembling, reverse compiling, or otherwise translating the Products and Proprietary Information, making machine code human readable, or creating derivative works or improvements; (b) interfering with operation or security; (c) gathering intelligence for a competitive offering; or (d) infringing another’s intellectual property

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

Honeywell will defend Company against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Company resulting from such suit provided that Company notifies Honeywell in writing promptly after Company is apprised of the third-party claim, and Company agrees to give sole and complete authority, information and assistance (at Honeywell’s reasonable expense) for the defense and disposition of the claim.

Honeywell will not be responsible for any compromise or settlement made without Honeywell’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Company’s attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Company with respect to claims of infringement arising out of or based on: (A) Products supplied pursuant to Company’s designs, drawings or manufacturing specifications; (B) Products used other than for their ordinary intended purpose as documented in the Product documentation; (C) any combination of the Product with any article or service not furnished by Honeywell; (D) use of other than the latest version of software Product released by Honeywell; (E) any modification of the Product other than a modification by Honeywell; or (F) damages based on a theory of liability other than infringement by the Product.

Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell’s obligations to Company as set forth in this “Indemnity Against Patent and Copyright Infringement” article for any claim against Honeywell based upon a claim of infringement resulting from (A), (B), (C), (D), (E), or (F) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: procure for Company the right to continue using the Product; or replace or modify the Product so that it becomes non-infringing; or accept return of the Product or terminate Company’s license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this

### Agreement.

If the final judgment assessed against Company is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Company (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Company to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" article of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" article states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

**19. Software License. "Licensed Software"** means software, including all related updates, changes, revisions and documentation, if any, that Company is entitled to use under the terms of this Agreement, and which is not subject to a separate software license between the parties. If equipment manufactured by Honeywell and sold to Company is embedded with or run by Honeywell provided controls or firmware ("Machine Controls") the following license shall also apply to Machine Controls.

License. Subject to Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company accepts a nontransferable, nonexclusive single site license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. **Ownership.** Honeywell (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Honeywell, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. **Transfer of Licensed Software.** Company may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company is to retain no copies. Company's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell's prior express written consent. **Copies.** Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made. **Protecting Integrity.** Company may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or

performing any other operation to obtain any portion of its contents. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. Machine Control and Programmable Logic Control limitations. This License only includes a license to the Machine Control object code and related documentation. No license or access is granted to the source code of any kind. However, Company is granted the limited right to use and modify (and cause third parties under an obligation of confidentiality to modify on behalf of and for use by Company), the Machine Control Software for maintenance and support of the Machine Control Software with the prior written approval of Honeywell ("Company Modification"). If a modification is made by Company that has not been approved in writing by Honeywell or does not follow the instructions of Honeywell, Company discharges and releases Honeywell from all warranty, performance, and indemnification obligations. If the Products are sold the Machine Control Software embedded therein, will be transferred with the equipment, subject to this license. Company must notify its successor of the terms and conditions of this license upon sale of the equipment. If the Work includes Honeywell furnishing third party Programmable Logic Control (PLC), Honeywell grants Company the right to access resident programmable memory to implement specific functions or instructions, however, certain subroutines and modules of PLCs may be password protected to safeguard trade secrets and confidential information of Honeywell. If the Work includes Honeywell furnishing third party PC-based controls or other software, those products are provided for use under the terms of the license, warranty or other conditions of such third party. **Negation of Other Licenses.** Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Company.

**20. Automatic Renewals (SaaS).** For any Services with an initial, free trial period which automatically renews with payment obligations or for paid Services that automatically renew ("Subscription Services"), User is obligated to provide timely, advance reminder(s) to the relevant Subscriber(s) of the termination procedures that must be followed to prevent a Subscription Services from automatically initiating or renewing. User shall be responsible for handling its Subscriber termination notices for Subscription Services, and promptly relaying such notices to Honeywell at least thirty (30) days prior to the anniversary date of when Honeywell first provided access to such Subscription Services. If Honeywell does not receive a timely termination, Honeywell shall automatically charge or invoice User for a new term of equivalent length to the prior term, and User shall be responsible for paying such fees via credit card or invoice, as may be applicable. In no event will User or any Subscriber be entitled to a refund from Honeywell in the event that a Subscriber stops using their Subscription Services and/or terminates their Subscription Agreement during the term thereof. If Honeywell elects not to renew any Subscription Services, it will provide User with at least thirty (30) days' notice prior to the end of the relevant term, and User will be responsible for notifying the relevant Subscriber(s) that access to the Services will be revoked or disabled. In such instance, Honeywell will not be liable to User or any Subscriber for any damages whatsoever arising out of such action.

**21. Special Tooling and Data.** Special Tooling includes, but is not

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

**22. Export.** Company is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Company must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Company will retain documentation evidencing compliance with those laws and regulations. Honeywell will not be liable to Company for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including: the failure to provide or the cancellation of export or re-export licenses; any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information. Company is aware that U.S. export law may impose restrictions on Company's use of the goods, services, or technical data, or on their transfer to third parties. Company will immediately notify Honeywell and cease distribution activities with regard to the transaction in question if Company knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

**23. Taxes & Duties.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Company will pay all Taxes resulting from the Agreement or Honeywell's performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in

addition to the purchase price, Honeywell will invoice Company for such Taxes unless, at the time of Order placement, Company furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell would have received had no Taxes been required to be withheld, (ii) Company will withhold the required amount of Taxes and pay such Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (iii) Company will forward proof of such withholding sufficient to establish the withholding amount and recipient to Honeywell within sixty (60) days of payment. In no event will Honeywell be liable for Taxes paid or payable by Company.

**24. Notices.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: two calendar days after mailing by certified mail, return receipt requested and postage prepaid; one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed as follows: HONEYWELL 7901 Innovation Way, Mason OH 45040 Attn : President; with a copy to: General Counsel of Intelligrated 7901 Innovation Way, Mason OH 45040 Company.

**25. General Provisions Assignment.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld 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 clause will be void. **Commercial Use.** Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell. **Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. **Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a

Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause.

**Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid.

**Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

**Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

**Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force. **Third Party**

**Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party. **Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder.

**Company Caused Delay.** Honeywell will not be liable for delays caused by Company. Prices and other affected terms will be adjusted to offset impacts caused by a Company caused delay. **Change in Control.**

**Change in Control** - means any of the following, whether in a single transaction or a series of related transactions and whether or not Company is a party thereto: (i) a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Company that results in a change in the effective control of the Company; (ii) any consolidation or merger of Company or its controlling affiliates, any dissolution of Company or its controlling affiliates, or any reorganization of one or more of Company or its controlling affiliates; or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "Securities") of Company or its controlling affiliates in which the holders of all of the Securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Company or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the Securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Upon occurrence of one or more Change in Control events Company shall notify Honeywell and Honeywell may, at its sole discretion, terminate the Agreement with 30 days written notice. **Data**

**Access.** "Input Data" means data and other information that Company or persons acting on Company's behalf input, upload, transfer or make

accessible in relation to, or which is collected from Company or third-party devices or equipment by, the Product and/or Service. **Bank Guarantees.** Prior to performance of the Work, Company will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of this Agreement ("BG"). The BG shall be provided by an approved internationally recognized financial institution nominated by Company and approved by Honeywell and shall be in a specific form approved by Honeywell. On or before January 10 of each calendar year starting the second calendar year after the Effective Date, the value of the BG shall be adjusted in reference to the annual value of the Agreement over the previous year so that such amount shall reflect 10% of the actual amount of the previous calendar year spend. Any required increase shall be carried out (and each Party shall cooperate to so carry out) within ten (10) calendar days of the new calendar year.

Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company.

**26. Intellectual Property Rights Including Patents.** Company recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Honeywell or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Company only allows the Company the right to use the Products, and no rights to either modify or reproduce.

**27. Trademark.** Company agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.

**28. Data Privacy.** For purposes of this Agreement, "Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations; "Personal Data" is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates ("Staff") for the purposes of performing each Party's obligations under this Agreement and managing the business relationship between the Parties, including their business communication ("Purposes").

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; implement appropriate security measures to protect Personal Data provided by the other Party against accidental or



unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and securely delete such Personal Data once it is no longer required for the Purposes.

Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party's Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/en-us/privacy-statement>, and the other Party shall furnish Honeywell's privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other Party Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party's address set forth in this Agreement or provided otherwise by the other Party in this regard.

Where a Party's Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including: Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; binding Corporate Rules which provide adequate safeguards; or any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

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

**30. Obsolescence.** For purposes of this Agreement, obsolete means a Products' status declared by Honeywell, at its sole discretion, based on a Product becoming superseded, discontinued or reduced in manufacture. If Honeywell determines that some or all of the requirements of this Agreement can no longer be satisfied due to an obsolescence issue, Honeywell will promptly notify Company of the obsolescence. Honeywell will have no liability for Products declared obsolete.

**31. Sanctions.** Company represents, warrants, agrees that: Company is not a "Sanctioned Person," meaning any person or entity : (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or

physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Company is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Company will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S. Government.

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

**32. Anti-Bribery/Anti-Corruption.** Honeywell is subject to national and international laws prohibiting bribery and corruption. Because Honeywell is a US company, Employees, Companies, Honeywell-controlled Joint Ventures and Joint Bidding Arrangements, as well as any third party acting on Honeywell's behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.

Company certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

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

If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

Company will retain and preserve all records and materials including invoice records, pertaining to the Goods provided under with this Purchase Order for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that the Company has engaged in conduct that violates the Honeywell Anticorruption Policy or its applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate the agreement.

If Company learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com) and/or the (d) Business Sponsor or Strategic Business Group President. Company agrees to cooperate fully with any Honeywell investigation, audit or request for information.

**33. Economic Surcharges.** Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

**34. Order Cancellation.** If Company cancels the Order or any portion thereof, it will owe a cancellation fee equal to the full amount owed under the Order [ALL EXCEPT AM: for special or custom order products (including without limitation, make-to-order parts), services, software or a project, or any portion thereof. All other cancelled Orders are subject to a minimum cancellation fee of thirty percent (30%) of the amount owed under the Order.] Honeywell may cancel Orders at any time prior to shipment.

If the cancellation fees and costs are not paid in full by Company, or if Honeywell has already begun production of any portion of the Order (other than products that are not custom), Honeywell may elect to ship the Order and invoice the Company for the full amount owed under the Order in lieu of assessing the cancellation fee. Without limiting the generality of the foregoing, Company acknowledges and agrees that

Honeywell's salvage, storage or resale of Product might be impossible or impracticable and that if Company is responsible for transportation (or arranging for transportation) of product(s) and fails to do so by the agreed pick-up date, Honeywell may, at Company's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the product to Company's location or secure reasonable storage facilities to warehouse the Product(s).

**35. MOQ.** Depending on Company's local region and the Products being purchased, Honeywell may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Honeywell may also charge processing fees for orders placed manually and not through its ecommerce website. Subject to periodic revision, the minimum order value is US\$1000 (or a similar equivalent in other applicable local currency), excluding shipping and handling costs, below which a US\$100 fee will be applied to an order, and the manual processing fee is US\$100 per order.

**36. Pricing.** a. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Product or Service specifications are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (30) days' written notice of any changes. Pricing is subject to immediate change upon announcement of Product discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Company.

b. Honeywell reserves the right to monitor Company's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Company's Product Orders during that time period is two percent (2%) higher than monthly forecasted or historic purchases determined by averaging the prior three (3) months, Honeywell reserves the right to charge the increased price on the excess.

c. All Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with Honeywell). Any Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Service for resolution. Company has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order may be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

**37. Security Interest.** Honeywell retains a security interest in the Work until the Purchase Price has been paid. Company, without further consideration, will execute or provide any additional documentation or declarations needed, to perfect and protect Honeywell's security interest in the Work. Honeywell may file notices required to perfect its lien rights to secure Company's payment.

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