

### Terms and Conditions of Sale UK

**1. Applicability.** Purchase orders placed by Company for the purchase of: (a) 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”), (b) services to support a defined customer requirement (“Services”) or (c) Software (collectively “Offerings”) will be governed solely by these terms and conditions of sale, unless and to the extent that a separate contract is executed between Company and Honeywell.” This Agreement will apply to all Orders for Offerings, 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. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity. “Agreement” means these General Terms and Conditions, along with all SOWs, schedules, exhibits, links and addenda that the Parties agree to incorporate into these General Terms and Conditions and the order quantities and shipping locations for specific Offerings set forth in any Purchase Orders issued hereunder, as amended or modified from time to time. “Buyer” or “Company” means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell. “Documentation” means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral. “Honeywell” means, collectively, the Affiliate(s) of Honeywell International Inc., as well as Honeywell International Inc., to the extent entering into this Agreement. “Parties” means Honeywell and Buyer and “Party” means either, individually. “Purchase Order” or “Order” is a written order from Buyer and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Purchase Order shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding. The “Work” means the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted Honeywell to provide, as identified in this Agreement and/or in any Purchase Order or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement (“SOW”), issued under this Agreement. The Work is an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Purchase Order will include details as to the scope of Services, deliverables or reports, as well as the specifications, schedule, requirements and fees, and these will form part of this Agreement.

**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. No Order may be cancelled by Company without the prior written consent of Honeywell which consent shall be in its sole discretion and subject to (i) payment of reasonable and proper termination charges as determined by Honeywell from time to time. Honeywell does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products. According to Honeywell current process which may be changed by Honeywell at any time without notice, Honeywell may apply a 30% cancellation fee. Depending on Buyer’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. Unless otherwise advised by Honeywell, all Orders must be placed through Honeywell Partner eCommerce Platform (<https://sps.honeywell.com/shop/login> or any successor website advised by Seller in writing). If Company is allowed by Honeywell, in its sole discretion, to place manual purchase orders, a charge of GBP 100 may be assessed to any manually placed Order.

### 3. Delivery.

a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. To the extent permitted by law, Honeywell will not be liable to Buyer 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 Buyer, or a type of product different than that ordered by Buyer, Buyer 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. Buyer is liable for any delays or increased costs incurred by Honeywell caused by Buyer’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. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

### 4. Acceptance.

a. **Products:** Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within thirty (30) calendar days after delivery. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled “Taxes”, Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell’s designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

b. **Services:** Company will inspect Services within ten (10) calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company’s sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the Work by Company prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

### 5. Changes.

a. 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. 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, the change order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If 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.

b. 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.

c. 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.

d. Honeywell may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function and may make changes with no obligation to ensure backward compatibility to previously-delivered Products.

### 6. Prices.

a. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in GBP at the time an Order is accepted. Prices, terms, conditions, and Product or Service specifications are subject to change; 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 Buyer.

b. Honeywell reserves the right to monitor Buyer's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Buyer'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. Buyer 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).

### 7. Payments.

a. 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.

b. Honeywell may, from time to time and in its sole discretion, issue temporary price modifications and/or surcharges and recover associated costs on new and existing Orders resulting from unforeseen conditions that increase Honeywell's costs, 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 circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material, or component costs, and increased costs due to inflation. Such

surcharges or modifications will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Company. Honeywell will invoice Company pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to these charges and that dispute remains open for more than fifteen (15) calendar days, Honeywell may, in its sole discretion, stop delivery or withhold performance 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 charges pursuant to this article, 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.

c. 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 GBP currency unless agreed otherwise in writing and must be 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 GBP 500 for each occurrence for its failure to include the remittance detail and minimum information described above.

d. 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.

e. 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.

f. If Company is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid: (a) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; (b) refuse to process any credit to which Company may be entitled; (c) set off any credit or sum owed by Honeywell to Company against any undisputed amount owed by Company to Honeywell including but not limited to amounts owed under any contract or order between the Parties; (d) withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company; (e) declare Company's performance in breach and terminate any order; (f) repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made; (g) deliver future shipments on a cash-with-order or cash-in-advance basis; (h) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (i) charge storage or inventory carrying fees on products, parts, or raw material; (j) recover all costs of collection including, without limitation, reasonable attorneys' fees; (k) if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; (l) require Company provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Company's senior finance officer that may include, but not be limited to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or (m) combine any of the above rights and remedies as may be permitted by applicable law.

**8. Setoff.** Neither Buyer 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.

### 9. Warranty.

a. Product Warranty Terms. Subject to compliance this Section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate Agreement between Honeywell and Buyer or, if no published or agreed period is identified, then at the time of delivery (the "Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Buyer's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or

repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.

b. Procedure for Warranty Claims. If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer must be appropriately packed and must be made within 30 days after Buyer identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Honeywell's sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Honeywell's expense). Honeywell will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

c. Services Warranty. Services shall be performed in a professional and workmanlike manner warranted for ninety (90) days from the date services are performed (the "Service Warranty Period"). Honeywell's obligation and Buyer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Buyer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.

d. Software Warranty. Honeywell warrants that as of the date of delivery by Honeywell, the Software will materially operate according to Honeywell's then-current applicable Documentation. If within 90 days of such date Buyer documents and notifies Honeywell that the Software does not meet this warranty, then Honeywell will, at its option, either (a) correct the defect or error in the Software, free of charge, (b) make available to Buyer satisfactory substitute software or (c) if none of the foregoing is in Honeywell's opinion commercially reasonable, refund to Buyer all payments made as license fees for such Software after Buyer certifies in writing that it has returned or deleted all copies of the Software in its possession. This section sets out Honeywell's sole obligation and exclusive liability, and Buyer's sole remedy, for any breach by Honeywell of the foregoing warranty.

e. BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

f. Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Buyer's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

g. Technical Advice. Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell. It is the Buyer's sole responsibility to determine the suitability of an Offering for use in Buyer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

h. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES

IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.

i. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS (E.G., PAPER, RIBBONS, FLASH TUBES, LAMPS, BATTERIES AND STORAGE CAPACITORS), AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). BUYER'S WARRANTY SHALL BE VOID IF BUYER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

j. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

k. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

## 10. Excusable Delay or Nonperformance.

a. 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 or 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 Section 7 b. (Surcharges). 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 Buyer that it is cancelling any affected outstanding Buyer 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.

**11. Manufacturing hardship.** If for any reason Honeywell's production or purchase costs for the Product (including without limitation costs of energy, equipment, labour, regulation, transportation, raw material, feedstocks, or Product) increases by more than five percent (5%) over Honeywell's production or purchase costs for the Product on the date of entering into this Agreement, then Honeywell may, by notice to Company of such increased costs, request a renegotiation of the price of the Product under this Agreement. If the Parties are not able to agree on a revised Product price within fifteen calendar days after a request for renegotiation is given, then Honeywell may terminate this Agreement on fifteen calendar days' notice to Company.

**12. Termination & Suspension of Performance.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) 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 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) Buyer fails to make any payment hereunder due within three (3) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Buyer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Buyer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Buyer experiences one or more 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) Buyer 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) Buyer 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 Buyer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**13. Applicable Law.** This Agreement will be governed by the laws of England and Wales, without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, The Contracts (Rights of Third Parties) Act 1999 and any successor law to either is specifically excluded. English courts will have exclusive jurisdiction to adjudicate any dispute arising out of or related to any transaction / order covered by this Agreement.

## 14. Limitation on Liability.

a. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

b. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 9 (LIMITED WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

c. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

e. Nothing in this Agreement is intended to exclude or limit the liability of Honeywell for: (i) death or personal injury resulting from the negligence of Honeywell or its employees acting in the course of their employment (ii) fraudulent misrepresentation or any other fraud and/or (iii) any loss or liability which is not permitted to be excluded or limited by law."

f. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Honeywell's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

**15. Confidentiality.** Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Buyer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Buyer, (b) already known to Buyer at the time of disclosure through no wrongful act of Buyer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Buyer. Buyer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Buyer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Buyer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

**16. Indemnity Against Patent and Copyright Infringement.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes any third-party patent or copyright valid in the USA, UK and EU, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Offerings made to Buyer's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer's use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 29 (Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ration of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (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 Buyer to Honeywell for the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 14 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

## 17. Software.

a. Definitions. "Software" means the software, firmware or similar intangible materials and any related Documentation, data files, modules, libraries, electronic data, models, components and elements made available by Honeywell and includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under this Agreement. Software is an Offering under this Agreement and does not include Embedded Software.

b. License. Subject to Buyer's compliance with the terms and conditions of this Agreement, Honeywell hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license, to use the Software in object code form, and any related Documentation for such Software solely: (a) in the form made available by Honeywell and in accordance with the Documentation; (b) for Buyer's internal business purposes and (c) in accordance with the usage metrics, including any limitations on the number of authorized users ("Software Use Rights"). Upon termination or expiration of the applicable Purchase Order and/or this Agreement, Buyer's license to the Software and Documentation and Software Use Rights terminate immediately and Buyer will stop using the Software and Documentation and return, destroy or delete, as directed by Honeywell, all copies of the Software and associated keys.

c. Support. Honeywell may offer technical support in its sole discretion or as agreed in writing. Buyer is solely responsible, and Honeywell has no liability, for: (a) selection, securing, installation, configuration, access and use of Software, including verification of results obtained from Software and taking appropriate measures to prevent loss or theft of Buyer data; (b) operating, controlling and maintaining equipment, infrastructure and connectivity required to use the Software; and (c) applying patches, bug fixes, upgrades and updates of the Software or Third Party Materials. To the maximum extent permitted by applicable law, Honeywell is not responsible for any injury or damage to any persons or property resulting from use of Software.

Buyer will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. Honeywell disclaims all responsibility and liability for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Honeywell's control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer's or its users' negligence or failure to use the latest version of the Software or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer's credentials; or (ix) Buyer's failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer's systems or data or follow industry-standard security practices.

d. IP. Except for those expressly granted in this Agreement, Honeywell and its Affiliates and licensors own and reserve all intellectual property rights in and to the Software, the Documentation and all of their derivative works, modifications and improvements. The Documentation, Software and operation and performance of the Software constitute Honeywell's Confidential Information.

e. Open source. The Offering may include open-source software ("OSS") and to the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires Honeywell to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made.

f. Audit. Buyer will maintain complete, current and accurate records documenting the location, access and use of the Offering. During the Term and for 1 year thereafter, Honeywell may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within 30 days; and (b) upon reasonable notice, audit the Buyer's records and electronic logs to verify Buyer's access to and use of any Offerings and Buyer's compliance with the terms and conditions of this Agreement. Buyer may not take any steps to avoid or defeat the purpose of any such verification measures, and will cooperate with Honeywell to facilitate Honeywell's audit. If any audit reveals any underpayment, Buyer will promptly pay Honeywell the underpaid fees and related maintenance and support fees. If the underpayment is 5% or more of the Fees for the Offering in any 3-month period, Buyer will reimburse Honeywell for its audit costs and audit-related expenses.

g. Third-party Software Flow-downs. Honeywell may provide third party materials, including software, in connection with the Software ("Third Party Materials") which may be governed by different terms ("Third Party Terms"). If there are no Third Party Terms, Buyer's use will be (a) subject to the same terms as the Software and (b) solely in connection with Buyer's use of such Software. Buyer is solely responsible for determining, obtaining and complying with all Third Party Terms. Honeywell has no responsibility for, and makes no representations or warranties, regarding (i) any Third Party Materials or Buyer's use of Third Party Materials, and (ii) Third Party Terms or Buyer's compliance with Third Party Terms.

**18. 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.

## 19. Compliance.

a. 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-Honeywell-are/integrity-and-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers'

compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 29 (Indemnification).

b. Sanctions Compliance. Buyer represents, warrants, that:

(i) It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently 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) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

(ii) Relating to this Agreement and the transactions contemplated hereby, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

(iii) Buyer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

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

c. Export and Import Compliance. Buyer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications dealing with an Offerings ("Restricted Items"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Buyer agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Buyer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Buyer further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Buyer will promptly provide all information required by Honeywell to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Buyer for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including:

(i) The failure to provide or the cancellation of export or re-export licenses;

(ii) 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

(iii) Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Buyer designates the freight forwarder for export shipments from the United States, 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 all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

d. Anti-Bribery, Anti-corruption Laws.

(i) Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.

(ii) Buyer 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 the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%20202066%20pdf.pdf>.

(iii) Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, affiliate, employee, or other person acting 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.

(iv) 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 financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement 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.

(v) In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.

(vi) If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline ([AccessIntegrityHelpline@honeywell.com](mailto:AccessIntegrityHelpline@honeywell.com)). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

e. EU WEEE Directive. To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Buyer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Buyer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.

f. Audit. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.

g. Non-Compliance. Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

h. Commercial Use. Except as expressly identified on the face of a Purchase Order, Buyer represents and warrants that any technical data or software provided by Honeywell to Buyer 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 (other than an agency who is enumerated as an end-user of the Work under this Agreement) without the prior written consent of Honeywell.

**20. 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 and charges (collectively "Taxes"). Buyer 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 Buyer for such Taxes unless, at the time of Order placement, Buyer 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) Buyer 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) Buyer 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 Buyer.

**21. 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: (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; (b) 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 to the addresses of the Parties detailed in the respective Order.

### 22. General Provisions.

a. Assignment. Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.

b. 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.

c. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. Company Caused Delay. Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Company 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 Buyer Orders or affected portion thereof.

l. 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 thirty (30) days written notice.

m. Travel and Expenses. Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Buyer site/office (and return) and will be billed at the then-current labor rate.

**23. 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.

**24. Data Privacy.** “Applicable Data Privacy Laws” means applicable data protection, privacy, breach notification, or data security laws or regulations. “Data Controller” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). “Personal Data” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Company to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services. Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorisations to transfer Personal Data to the other Party (including providing notice). To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“Controller SCCs”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties. If Honeywell processes Personal Data on Company’s behalf under this Agreement, Honeywell’s Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

**25. 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.

**26. Offering changes & discontinuance.** Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional Fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

**27. Product Compatibility.** Honeywell does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. Company is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Honeywell. Company understands and warrants that Company has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and best practices, including but not limited to the Federal Trade Commission consent decrees and other declarations of reasonable and appropriate security measures, the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework and NIST Alerts, InfraGard Alerts,

and the United States Computer Emergency Readiness Team Alerts and Bulletins, and their equivalents. If a Cybersecurity Event occurs, Company shall promptly notify Honeywell of the Cybersecurity Event. “Cybersecurity Event” shall mean actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein. Company shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Company shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Company’s expense in accordance with applicable laws, regulations, and standards. Company further agrees that Company will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Company will provide and make available this forensic evidence and data to Honeywell. Honeywell shall not be liable for damages caused a Cybersecurity Event resulting from Company’s failure to comply with the Agreement or Company’s failure to maintain reasonable and appropriate security measures. Company is responsible for all such damages. Where Company is not the end-user of the Product, Company represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions. COMPANY ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. COMPANY FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

**28. 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.

The following provisions shall apply where Company is distributor under a Honeywell authorized distributor agreement or program. (a) License and use of trademarks. Honeywell hereby grants Distributor a non-exclusive, royalty free license during the term of this Agreement to use the trademarks, names and related designs which are identified by Honeywell to Company, associated with the Products that Company is expressly authorised to sell and only used in the territory in which Distributor is authorized by Honeywell to sell the Products (hereinafter, the “Trademarks”). The Trademarks shall be used solely in connection with the marketing and sale of Products. Upon expiration or termination of this Agreement, Distributor shall immediately cease any and all use of the Trademarks in any manner. The rights granted to the Distributor pursuant to this Agreement are personal to the Distributor and may not be transferred, assigned or sublicensed, by operation of law or otherwise, nor may Distributor delegate its obligations hereunder without the written consent of Honeywell. (b) Acknowledgement of rights and trademarks. Distributor acknowledges that Honeywell is the owner of all right, title and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Distributor, including any additional goodwill that may develop because of Distributor’s use of the Trademarks, shall inure solely to the benefit of Honeywell, and Distributor shall not acquire any rights in the Trademarks by virtue of its use of the Trademarks as granted herein. Distributor shall use the Trademarks in strict conformity with this Agreement and with Honeywell’s corporate policy regarding trademark usage as available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance>, or which shall be provided to Distributor from time to time on its request. Distributor shall not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Distributor rather than Honeywell; (iv) attempt to register, register or own in any country: a) the Trademarks; b) any domain name incorporating in whole or in part the Trademarks; or c) any name, trade name, domain name, keyword, social media name or identification or mark that is confusingly similar to the Trademarks; or (v) challenge the validity of Honeywell’s ownership of the Trademarks. Distributor further shall not at any time, either during the life of or after expiration of this Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names or domain names or trademark rights acquired by Distributor in violation of this Agreement shall be immediately assigned to Honeywell upon request by Honeywell. (c) Upon Honeywell’s request, Distributor shall promptly provide Honeywell with representative samples of all advertising and marketing materials, including Internet web pages or designs, containing or referring to the Trademark (“Copy”) that Distributor intends to use of Copy which is in use, together with a description of its proposed placement. Such Copy will be provided for review and approval by Honeywell to ensure proper trademark usage by Distributor. Honeywell shall promptly review such Copy received from Distributor and shall not unreasonably withhold its consent or object to use of such Copy. Such Copy shall be deemed disapproved if Honeywell does not provide a reply to Distributor within fifteen (15) business days of Honeywell’s receipt of such proposed Copy. Honeywell may refuse to approve, and Distributor shall not distribute,



any Copy that derogates, erodes, or tends to tarnish the Trademark, or otherwise diminishes the value of the Trademarks, in Honeywell’s opinion. In addition, upon request, Distributor shall also provide representative samples of Copy for approval which differ in substance from prior materials used by Distributor and approved by Honeywell in accordance with the terms of this Agreement. (d) Infringements. Distributor shall promptly notify Honeywell of any infringement or potential infringement of the Trademarks in the territory in which Distributor is authorized by Honeywell to sell the Products. Honeywell may decide in its sole discretion whether and what steps should be taken to prevent or terminate infringement of the Trademarks in said territory, including the institution of legal proceedings and settlement of any claim or proceeding. Distributor shall provide or procure reasonable assistance, such as the furnishing of documents and information and the execution of all reasonably necessary documents, as Honeywell may reasonably request.

**29. Indemnification.** Company shall indemnify on demand Honeywell from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, damages and losses (including all fines, penalties and legal and other professional costs and expenses) incurred by Honeywell arising out of or in connection with Company’s actual or threatened breach of this Agreement.

**30. Insurance.** Unless agreed otherwise, Buyer shall, at all times that this Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: Comprehensive General Liability policy with a single limit of GBP 1,000,000 per occurrence and limit of GBP 2,000,000 in the aggregate for bodily injury and property damages. Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell 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. In addition, all such policies shall name Honeywell as an additional insured.

**31. Termination of Distributors/Resellers.** The following provisions shall apply where Company is distributor under a Honeywell authorized distributor agreement or program. Upon termination or expiration of an Agreement with a Company that is a distributor or other reseller, for any reason whatsoever, Company shall be obligated: (i) to cease immediately acting as a distributor of Honeywell and abstain from making further sales of Products, except with the written approval of Honeywell; provided, however, that Distributor shall have the right to reapply to Honeywell to be an authorized distributor of Products to be determined in Honeywell’s sole discretion; (ii) to cooperate with Honeywell upon its direction in completing all outstanding obligations vis a vis its customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Honeywell in any manner, and to refrain from holding itself out as having been formerly connected in any way with Honeywell; (iv) not to dispose of any Products purchased from Honeywell except to Honeywell, or as otherwise designated by Honeywell. Liquidated Damages due from Distributor upon Termination. Distributor acknowledges and agrees that each breach of Section 31 shall cause Honeywell substantial damage that cannot be ascertained with reasonable certainty as of the date of this Agreement. Accordingly, in the event Distributor breaches its obligations under Section 31 Distributor shall, upon thirty (30) days’ notice from Honeywell, pay to Honeywell as liquidated damages an amount equal to GBP10,000 for each breach of Section 31. Distributor and Honeywell agree that the amount paid for liquidated damages is reasonable considering the damages Honeywell would sustain for each breach of Section 31 and that such amount is agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damages that would be sustained by Honeywell, is not a penalty, and shall be applicable regardless of actual damages sustained. Repurchase of Product. Within thirty (30) days after the termination or expiration of the Agreement, Honeywell may, at its option, repurchase from Distributor all of Honeywell’s new and unused Products originally purchased from Honeywell which are within warranty, at the price paid by Distributor or at Honeywell’s then current price to Distributor (whichever is lower), less a restocking fee of 25%; and, upon demand, Distributor shall be obligated to deliver such Products to Honeywell FOB point of shipment, and the price thereof shall be payable (in cash or as a credit against any indebtedness then owed by Distributor to Honeywell) within thirty (30) days after such delivery. Honeywell shall have the right to inspect such Products before the exercise of its option hereunder. Upon expiration or termination of the Agreement for any reason, Honeywell shall have no obligation to Distributor for compensation or for damages of any kind.

**32. Minimum Order Value (MOV) Freight Cost Waived, Freight Cost, Low Order Value Administration Fee (LOVAF) and MOV LOVAF Waived**

Region	MOV Freight Cost Waived (Platinum, Gold and Silver Partners Only*)	Freight Cost – Order Value <MOV**	Freight Cost Order Value > or = MOV***	MOV LOVAF Waived	LOVAF
Benelux / DACH/ France	3000 €	60 €	2.0%	1500 €	25 €
Italy /Portugal /Spain	1500 €	75 €	4.5%	1500 €	25 €
United Kingdom	1500 £	75 £	4.5%	1500 £	25 £
Ireland	1500 €	75 €	4.5%	1500 €	25 €
CEE	3000 €	80 €	4.5%	1500 €	25 €
Nordics	3000 €	115 €	7.0%	1500 €	25 €

\* Honeywell prepaid freight will be limited to Platinum, Gold, and Silver Partners as defined in Honeywell partner programs and policies posted on the Honeywell Partner Portal

\*\* For order values below MOV Freight Cost Waived, Honeywell will charge the freight cost shown in the table above – this is applicable to all Companies including without limitation Platinum, Gold, and Silver Partners

\*\*\* For order values equal to or greater than MOV Freight Cost Waived, Honeywell will charge a percentage of the order value shown in the table above – this is not applicable to Platinum, Gold, and Silver Partners but this is applicable to all other Companies including without limitation Bronze Partners.

**33. Returns.** Authorization for return of merchandise must be obtained in writing. Returned materials shall not exceed three percent (3%) of Distributor’s prior year purchases and must be identified with an RMA number provided by Honeywell Customer Service (if the return is authorized by Honeywell). The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. Returned materials not deemed saleable, at the sole discretion of Honeywell, will be disposed of or returned at Distributor’s expense and no credit will be issued. Expiration-dated product, custom material, hazardous material and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 30 days from the date of issue. Materials returned without RMAs will be disposed of or returned at Distributor’s expense, and no credit will be issued. The 20% restocking charge may be waived, in Honeywell’s sole discretion, if accompanied by a replacement Order for the same or higher value as the return. All other return terms and conditions apply. Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA), Emergency Escape Apparatus (EBA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EBAs and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or Natural Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.

**34. Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer’s behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Services (“Input Data”). 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's products or services. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer will, at Buyer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.