

HONEYWELL STANDARD TERMS AND CONDITIONS FOR SERVICE

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 9:00 a.m. - 6:00 p.m. local time Monday through Friday, excluding public holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 9:00 a.m. - 6:00 p.m. local time Monday through Friday (or on public holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES AND DUTIES

2.1 Unless stated otherwise in writing, prices mentioned in our offer are exclusive of Taxes and duties. at the time of billing for merit duty cases.

In case of Jebel Ali, High Seas, or any specific exemption order duties and taxes will be extra as applicable at the time clearance of the material & to be cleared & paid directly by customer.

2.2 STATUTORY VARIATION –

Any Statutory Variation during the tenor of contract execution and billing shall be borne by customer and to be paid extra as applicable towards introduction of new or change in rates of

Taxes & duties, Local Levies, cess, fees removal of exemptions, etc. for import, export, local supplies & services.

2.3 Validity of Quotation shall be 3 (three) months from the date of submission of quote. Also validity of price given in PO / WO shall not be more than 6 months or till union Budget date from the date of PO/WO unless specifically mentioned otherwise.

2.4 APPLICABILITY AND MODALITY OF GST.

a. Eligibility criteria for work contract

Key principles to determine whether a contract is in relation to immovable property.

1. Is there any attachment of the goods to the land/structure/building? And
2. Any of the following 3 conditions will be applicable.
 - i. Would the supply enable permanent beneficial enjoyment of the structure to which the goods are attached?
 - ii. Whether the goods are attached to immovable property not merely for the operational efficiency but for improvement of immovable property?
 - iii. Whether the removal of the goods entail substantial damage to the immovable property to which the said goods are attached?

Out of the above-mentioned conditions, in case the first condition and any of the remaining conditions are fulfilled, the contract can be said to be in relation to immovable property.

3. Charging of GST will be based on milestone achieved.

However, changes can may be incorporated based on explanations given by government or consultants.

b. Eligibility criteria for Composite :

Key principles to determine whether a contract is in relation to immovable / moveable property.

1. Contract is for building already existing building / premises.
2. Principle supply / service should be identifiable for scope.
3. Contract is with SITC scope.
4. Payment terms are linked to milestone achievement or supply.
5. Rate of GST is determined basis HSN / SAC code of principle supply. It will be applicable for entire package value.
6. Charging of GST will be based on material movement or services rendered or at the time of billing and it will be on the 100% value of the item.

c. Eligibility criteria for itemized type of orders

1. Contract is only for Supply & OR for service scope.
2. Principle element cannot be identifiable from order. (Spare order)
3. Scope should not be SITC.
4. Payment terms should not be linked to milestone achievement.
5. Rate of GST is determined basis HSN / SAC code of individual item.
6. Charging of GST will be based on material movement or services rendered or at the time of billing and it will be on

the 100% value of the item.

2.5 Submission of Statutory Documents.

1. In Case of High Seas Sales following documents should be given back to HAIL within 15day of signing it, or otherwise applicable taxes and duties shall be paid by customer.
 - a. Signed Agreement Copy
 - b. Bill Of Entry copy
 - c. Delivery Order copy.
2. In case of exempt Taxes and / or Duty cases required valid documents should be provided along-with the order otherwise actual applicable taxes and duties shall be charged extra.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld.

4. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

4.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the site, or within furniture, fixtures, equipment, containers or pipelines in a site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

4.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the site except as specifically provided in an attached work scope document.

4.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

4.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

4.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

4.6 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Any replacement parts that are provided under this Maintenance Agreement are provided on an exchange basis, and the replaced parts become the property of Honeywell. Repaired or replaced parts shall be warranted ninety (90) days from delivery or for the remainder of the unused comprehensive maintenance service period, whichever occurs first.

5.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

5.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal,

disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

6. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

7.2 HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE LESSER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL OR THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE BREACH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW OR OTHERWISE.

8. FORCE MAJEURE

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, acts of terrorism, availability of the internet, severe weather conditions, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any equipment 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 will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

Notwithstanding anything to the contrary, 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.

9. PATENT INDEMNITY

9.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

9.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

9.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

9.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

10. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type

covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

11. DATA RIGHTS

Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 12. To the extent required by Honeywell, [Customer] will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 12 shall not, except as expressly stated herein, limit [Customer's] underlying data ownership or intellectual property rights and this section shall survive expiration or termination of this Agreement.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, conducted in accordance with the rules of the Indian Arbitration & conciliation Act 1996 and its subsequent amendments thereof for the time being in force. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the laws of India without regard to conflicts of law principles.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

14.6 Customer represents, warrants, agrees that:

Customer is not a "Sanctioned Person," meaning any person or entity : (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

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

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

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

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

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

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

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

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

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

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

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

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

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes or movement

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

15.12 Customer agrees that Honeywell may enhance system operations or provide some or all of the Services remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "Systems") to enable such connection, enhancement and/or remote Services. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity, with appropriate protection(s), between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Services all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing, to the extent such consent is required.

15.13 Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a cybersecurity incident or other similar cyber-related events and/or attacks that may affect Customer's sites or systems, (b) Customer is solely responsible for ensuring that its sites and systems are protected against such a cybersecurity incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a cybersecurity incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Customer to Honeywell (in addition to fees otherwise due under the Agreement).

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer shall pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell shall submit monthly invoices to Customer in advance for Services to be performed during the subsequent billing period

16.2 Unless Customer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Customer 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 Customer in writing. Honeywell will determine in its sole discretion if Customer qualifies for credit terms. If credit terms are granted, Honeywell may change Customer credit terms at any time in its sole discretion and may, without notice to Customer, modify or withdraw credit terms for any order, including open orders.

16.3 Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payments must be made in Indian currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Customer's order number, Honeywell's invoice number and amount paid per invoice; Customer agrees to pay a service fee in the amount INR equivalent of ₹500 for each occurrence for its failure to include the remittance detail and minimum information described above.

16.4 Payments must be in accordance with the "Remit To" field on each invoice. If Customer 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 Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

16.5 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 must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

16.6 Unless agreed otherwise in writing, Honeywell accepts Visa, MasterCard, and American Express provided, however, that the Customer's credit card must be charged on the same day that Honeywell invoices the Customer. In no event may a Customer on terms satisfy an invoice through a payment by credit card, unless the credit card has been charged on or before the date of the invoice.

16.7 If Customer is delinquent in payment to Honeywell, Honeywell may at its option:

- A. withhold performance until all delinquent amounts and late charges, if any, are paid;
- B. repossess Products or software for which payment has not been made;

- C. assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month;
- D. recover all costs of collection, including but not limited to reasonable attorneys' fees;
- E. combine any of the above rights and remedies as may be permitted by applicable law.

16.8 These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Customer 's credit standing at any time and modify or withdraw credit. Customer may not set off any invoiced amounts against sums that are due from Honeywell.

16.9 Price Adjustment. Customer will pay Honeywell the following prices (collectively, the "Price") for the Services contemplated by this Agreement, which prices Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each anniversary of the Effective Date by written notice to Customer.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation - This Agreement may be canceled at Honeywell's option in the event Honeywell's equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Agreement" means the written agreement, including these Standard Terms & Conditions for Service and any Schedules to them, made between Customer and Honeywell for the Services.

18.2 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.3 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

18.4 "Honeywell" means Honeywell Automation India Limited and its affiliates, subsidiaries, shareholders, officers, directors, and employees.

18.5 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.6 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.