

## **TERMS & CONDITIONS OF SALE**

These Honeywell terms and conditions of sale ("**Terms and Conditions**") are effective December 17, 2024 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**") by Honeywell International Inc.'s Fire Systems, Security Systems, Electronic Products, and Building Management Systems business units (collectively, "**Honeywell**", "**we**", "**us**", or "**our**"). References to "**Buyer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**1. ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for Honeywell Products are non-cancelable except as expressly set forth herein and will be governed by the terms of the Agreement. Every Order must include:

- a. Order number;
- b. Buyer's legal name and address;
- c. Addresses for shipping and invoicing, if different;
- d. List of Products and quantities for each different type of Product;
- e. Price per Product (in the relevant currency); and
- f. Buyer's approved payment terms.

All Orders are subject to acceptance or rejection by Honeywell. Honeywell's acknowledgment of receipt of an order shall not constitute acceptance of such order, and an Order is deemed to be accepted upon the earlier of (i) Honeywell's written acceptance or (ii) shipment of the Products specified in the Order.

Honeywell's sale of Products is expressly limited to the terms herein, save any changes that the parties explicitly agree to in any separate written agreement signed by the parties' authorized representatives. Any conflicting, additional, and/or different terms or conditions on Buyer's Order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Honeywell. Honeywell's acceptance of Buyer's Order is expressly conditioned upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from Honeywell constitutes Buyer's acceptance of these terms and conditions in their entirety. A valid Order number is required before processing; any Order received without one will be returned to the Buyer. Orders received prior to 4:00 PM will be processed the same day.

**2. SOFTWARE PRODUCTS.** All software Products delivered by Honeywell to Buyer, including, without limitation, SaaS and PaaS licenses or Products that have embedded software (collectively, "**Software**") are not sold and are subject to separate software license terms provided by Honeywell with such Software. Absent a separate written agreement with Honeywell, in no event shall Buyer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the Agreement and the terms of any Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Software.

**3. PRICING.**

a. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in Pound Sterling 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. 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 pound sterling 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 forty-eight (48) hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order will be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

#### 4. SURCHARGES.

a. Honeywell may, from time to time and in its sole discretion, issue surcharges on Orders in order to mitigate and/or recover increased operating costs arising from or related to: (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) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Surcharges"). Surcharge shall not exceed 15% from the total Order value. Such Surcharge does not apply if the Order is to be delivered upon within four (4) weeks after the Order has become binding.

b. Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to 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.

c. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any 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.

5. **ORDER MODIFICATIONS.** Buyer may request add-ons or changes to quantities in an Order within 24 hours of Order placement (or later in Honeywell's sole discretion), provided that the Order is open and not in a shipping status or closed, and subject in full to (i) Honeywell's right to accept or reject such request in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Honeywell in its sole discretion.

6. **MINIMUM ORDER QUANTITIES & MANUAL ORDER RESTRICTIONS.** 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.

Subject to periodic revision, the minimum order value is £1000 (or a similar equivalent in other applicable local currency), excluding shipping and handling costs, below which a £100 fee will be applied to an order, and the manual processing fee is £100 per order.

#### 7. DELIVERY/SHIPPING TERMS.

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,

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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 Carriage Paid To (CPT Incoterms 2020) ("**Honeywell Dock**") for shipments, unless otherwise agreed in specific agreements. Buyer may be invoiced for handling, customs, insurance, and/or similar charges incurred by Honeywell in shipping Products to Buyer. Buyer shall pay such charges pursuant to the agreed-upon payment terms. Honeywell reserves the right to ship Products to Buyer freight collect.

**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.

**d. Risk of Loss.** Risk of loss or damage to the Products (excluding software and services) passes to Buyer when Honeywell places the Products at Buyer's disposal at the Honeywell Dock ("**Delivery**"). Title to goods passes to Buyer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's Order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

**8. OFFERING CHANGES & DISCONTINUANCE.** Except as expressly set forth in the 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.

**9. CANCELLATIONS.** Notwithstanding anything to the contrary in the Agreement, and to the extent permitted by law, if Buyer cancels an Order or any portion thereof, it will owe a cancellation fee equal to the full amount owed under the Order for special or custom order products (including without limitation, make-to-order parts), services, software or a project, or any portion thereof. All other cancelled Orders are subject to a minimum cancellation fee of thirty percent (30%) of the amount owed under the Order. Honeywell may cancel Orders at any time prior to shipment. If cancellation fees and costs are not paid in full by Buyer, or if Honeywell has already begun production of any portion of the Order (other than products that are not custom), Honeywell may elect to ship the Order and invoice Buyer for the full amount owed under the Order in lieu of assessing the cancellation fee. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Honeywell's salvage, storage or resale of Product might be impossible or impracticable and that if Buyer is responsible for transportation (or arranging for transportation) of product(s) and fails to do so by the agreed pick-up date, Honeywell may, at Buyer's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the product to Buyer's location or secure reasonable storage facilities to warehouse the Product(s).

## **10. PAYMENT.**

**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. To the extent Buyer has been approved for credit terms, Honeywell will invoice Buyer for Products sold to Buyer upon shipment, with partial shipments being invoiced as they are shipped. If Buyer is purchasing Software Products, Honeywell will invoice Buyer according to the terms of the relevant software agreement with Honeywell.

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. 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.

d. 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.

e. 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:

- i. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;
- ii. refuse to process any credit to which Company may be entitled;
- iii. 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;
- iv. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company;
- v. declare Company's performance in breach and terminate any Order;
- vi. repossess products, reports, technical information or any other items delivered pursuant to the Agreement for which payment has not been made;

- vii. deliver future shipments on a cash-with-order or cash-in-advance basis;
- viii. 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;
- ix. charge storage or inventory carrying fees on Products, parts, or raw material;
- x. recover all costs of collection including, without limitation, reasonable lawyers' fees;
- xi. if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- xii. 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
- xiii. combine any of the above rights and remedies as may be permitted by applicable law.

**f. Assignment of Receivables.** Honeywell may assign its rights relating to payment for sales made under the Agreement without Buyer's consent and notwithstanding any confidentiality obligations and 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.

**11. SET OFF.** 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.

**12. TAXES.** 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. This Section will survive expiration or termination of the Agreement.

**13. LIMITED WARRANTY.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THE AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION 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 PRODUCTS. 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. ALL THIRD PARTY

PRODUCTS SOLD BY HONEYWELL ARE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER AND ARE NOT COVERED BY THIS LIMITED WARRANTY.

**a. Product Warranty Terms.** Subject to compliance this Section 13, Honeywell warrants that the Products (excluding Software) will be free from 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 (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. 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.

**c. Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT OR SERVICE THAT IS:

- i. Software;
- ii. altered or repaired by anyone other than Honeywell's authorized employees or agents;
- iii. installed, used, serviced, or maintained in a manner that fails to conform with Honeywell's documentation, technical or instruction bulletins, notifications of vulnerabilities or technical issues, or training for the Product documentation or training, as well as installing all recommended patches or updates to any applicable software or the Products;
- iv. lost or damaged, tampered with, or destroyed due to (i) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (ii) an act of God (including, without limitation, lightning or related voltage surges); or (iii) any other cause not within Honeywell's control, including, without limitation, Buyer's failure (or that of its Customers) to apply required or recommended updates or patches to any Software or device in the Product's network environment.

**d. 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, including a Returned Material Authorization ("**RMA**") number, must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer, include the RMA number, and be appropriately packed. 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, (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.

**Commented [SD(1):** To be reviewed by the business as we believe that it is not the practice in Europe.

**e. WARRANTY DISCLAIMERS.**

- i. 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.
- ii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY HONEYWELL, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS),

SPARE PARTS, OR SERVICES. THE WARRANTIES, IF ANY, APPLICABLE TO ANY SOFTWARE OR SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. 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, IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THE AGREEMENT, OR IF THE PRODUCTS ARE NOT PROPERLY INSTALLED OR MAINTAINED (INCLUDING FOLLOWING ALL HONEYWELL TRAINING, DOCUMENTATION, TECHNICAL INSTRUCTION BULLETINS, OR NOTIFICATIONS OF VULNERABILITIES OR TECHNICAL ISSUES, AS WELL AS INSTALLING ALL RECOMMENDED PATCHES OR UPDATES TO ANY APPLICABLE SOFTWARE OR THE PRODUCTS). 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.

- iii. 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 AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. 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 THE 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 THE 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.
- iv. 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.

**14. TRAINING.** To the extent Buyer purchases training from Honeywell with respect to any Products, cancellations without penalty are only permitted more than fifteen (15) days prior to the date of the training. Buyer would be eligible to receive a fifty percent (50%) credit for cancellations made between fifteen (15) and ten (10) days in advance of the training. Cancellations made by Buyer with ten (10) or fewer days prior to the scheduled training will not receive any credit and will result in Buyer forfeiting all enrollment fees. Extenuating circumstances will be considered on an individual basis.

**15. TECHNICAL ADVICE.** Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of a Product 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 a Product 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.

**16. INTELLECTUAL PROPERTY RIGHTS.** Honeywell retains for itself (or, if applicable, its suppliers) all rights, title and ownership in and to all Products and accompanying documentation, including, without limitation, all rights in patents, copyrights, trademarks, and trade secrets related thereto. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of Products (including Software Products) except as expressly permitted herein or by mandatory intellectual property laws.

**17. OTHER INDEMNIFICATION.** In addition to any other Buyer indemnification obligations in Section 21 (Liability Disclaimer for Buyer Services) and Section 29 (Compliance with Applicable Law and Code of Business Conduct) of the Agreement, Buyer will indemnify, defend, and hold Honeywell and its related entities (including, without limitation, their respective directors, officers, employees, and representatives) (collectively, "**Honeywell Indemnitees**") harmless against third-party allegations, claims, damages, settlements, penalties and costs, including without limitation attorneys' fees (collectively, "**Claims**") arising out of Buyer's negligence or willful misconduct due to any act or omission under the Agreement or Buyer's breach of its obligations under the Agreement. In connection with these indemnification obligations, Buyer agrees to the following "**Indemnification Procedures**": (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any such claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the claim including, but not limited to, promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

**18. PATENT & COPYRIGHT INDEMNIFICATION.** 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 the Agreement, directly infringes any **United States third-party** patent or copyright, 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 18 (Other 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 the 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 20 (Limitation of Liability). THIS PROVISION STATES

Commented [SD(2)]: To be discussed with David Cohen / Greg Ansems whether wording suitable for Europe.



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.

#### 19. LIMITATION OF 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 20 (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 THE AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF PRODUCTS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE PRODUCTS OR SERVICES PAID BY BUYER TO HONEYWELL FOR THE PRODUCTS OR SERVICES (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY BUYER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE.

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.

#### 20. LIABILITY DISCLAIMER FOR BUYER SERVICES.

a. Buyer acknowledges that due to the unique nature and potential safety risks posed by certain Products Buyer is not authorized to perform design, installation, repair, or other services ("Services") for its Customers on certain Products ("Certified Products"), unless it enters into a separate written agreement with Honeywell and complies with the required training and certification obligations of such agreement. Buyer further agrees that performance of Services for Customers on Certified Products absent adherence to the conditions in this paragraph will void the Limited Warranty on such Certified Products.

b. As of the Terms and Conditions Effective Date Certified Products include at least the following product lines, but may be amended from time to time: Notifier®, Gamewell-FCI Fire Control Instruments®, Farenhyt, Honeywell BDA

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Systems, Pro-Watch®, xtralis®, VESDA®, Phoenix Controls®, ALERTON® programable controllers and Software, and Honeywell-branded programmable controllers and Software for Authorized System Distributors, Small and Medium Building Administrator, and Programmable Logic Controllers.

c. Buyer further acknowledges and agrees that to the extent it performs Services for its Customers on any Honeywell Product (including, without limitation Certified Products), it does so at its own expense and liability, and shall defend, indemnify and hold the Honeywell Indemnitees harmless from and against any Claims arising out of those Services it or its agents perform for its Customers as per the Indemnification Procedures of Section 18 (Other Indemnification). This Section shall be subject to Honeywell's rights under Section 20 (Limitation of Liability).

**21. 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.

**22. DATA COLLECTION, TRANSMISSION, & USE.** Buyer acknowledges that certain Products may include Software that collects information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Honeywell for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. In addition, Buyer understands that any point-of-sale information it provides to Honeywell or Honeywell's designee may be used by Honeywell for any business purpose, including, but not limited to, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products and/or relating the marketing and sale of the Products. No end-user identifiable data will be provided by Honeywell to any third party. Buyer shall notify its Customers that Honeywell is collecting this information and shall contractually bind all Customers reselling the Products to notify their end-user customers that such information may be collected and used by Honeywell as described above.

**23. 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.

#### 24. DATA PRIVACY.

- a. For purposes of the Agreement,

**"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).

- b. **"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.
- c. 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).
- d. 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 the 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 the Personal Data against any security breaches. If there is a conflict between the 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.
- e. If Honeywell processes Personal Data on Buyer's behalf under the Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

25. **CONFIDENTIALITY.** Honeywell may provide Buyer certain information during the performance or fulfilment of the 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 the Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by the Agreement and

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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 the 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 the 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.

**26. PUBLICITY.** Neither Party will issue any press release or make any public announcement relating to the subject matter of the 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 the 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 Section 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. Notwithstanding the foregoing, Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.

**27. TRADEMARKS.** Buyer acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Products ("**Trademarks**"). Unless Buyer enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Buyer not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell's ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.

**28. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.** 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 29 and its subparagraphs, pursuant to the Indemnification Procedures of Section 18 (Other Indemnification).

**a. 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

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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 the 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 the 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.

**b. 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 the 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 the 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.

**c. 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 the 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 the 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 the 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 the Agreement for a period of 3 (three) years after the termination of the 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 the Agreement.
- vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of the 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.
- vii. 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.
- viii. 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.

- ix. **Non-Compliance.** Buyer's failure to comply with this provision will be deemed a material breach of the 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.
- x. **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.

## 29. EXCUSABLE DELAY.

**a. Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform the Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) pandemics, epidemics, quarantines, or regional medical crises, (e) the presence of hazardous substances or mold, (f) shortages or inability to obtain materials or components, (g) labor strikes or lockouts, (h) 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), (i) inability or refusal by Buyer'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 the Agreement, or (j) 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 4 (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 the 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 any 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.

**30. NOTICES.** Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Honeywell, to Honeywell's authorized representative at the addresses set forth in the separate agreement between the parties to which these Terms and Conditions attach. In the absence of such a separate agreement, (a) notices to Honeywell should be delivered to Honeywell International Inc., 715 Peachtree Street NE, Atlanta, GA 30308, Attn: Honeywell Building Automation General Counsel, and (b) notices to Buyer should be delivered to the address provided in the Agreement or for billing purposes hereunder. All notices required under the Agreement will be deemed received when delivered

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either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

**31. ENFORCEABILITY WAIVER.** If any portion of the Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from the Agreement, but the rest of the Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.

**32. WAIVER.** The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**33. GOVERNING LAW AND FORUM.** This Agreement will be governed by and interpreted in accordance with English law, without regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The parties further agree that any dispute (whether contractual or non-contractual), controversy, action, cause of action, or claim between them arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be submitted exclusively to the English courts.

The Parties agree that the English courts shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

**34. DISPUTE RESOLUTION.** Before the parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

**35. INDEPENDENT CONTRACTOR.** The parties acknowledge that they are independent contractors and nothing contained in the Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in the Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

**36. HEADINGS AND SECTIONS.** The various headings in the Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement or any paragraph or section thereof.

**37. 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: in an amount not less than £1,000,000 per accident/per employee. 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.

**38. BUYER FINANCIAL STATUS.** Buyer represents and warrants to Honeywell on a continuing basis that it is in good financial condition and able to pay all bills when due. Buyer shall, from time to time furnish any financial statements or additional information as may be requested by Honeywell in order to enable Honeywell to assess Buyer's financial



condition and creditworthiness. Additionally, Buyer authorizes Honeywell to obtain financial information regarding Buyer from credit reporting agencies, Buyer's banks and suppliers, and other such sources. Honeywell may, in its sole discretion, increase or decrease the amount of credit (if any) that Honeywell has extended to Buyer in connection with the purchase of Products.

**39. ASSIGNMENT; SUBCONTRACTING.** Honeywell may assign or transfer the Agreement, and assign its rights and delegate its obligations. Buyer shall not assign the 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. The 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 the Agreement. Use of a subcontractor will not release Honeywell from liability under the 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.

**40. SURVIVAL.** All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

**41. EMBEDDED SOFTWARE.**

a. Honeywell grants to Buyer a limited, worldwide (subject to Export/Import Control Laws), non-exclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product ("**Embedded Software**") solely for use with such Product. Except to the extent set forth in any separate license terms provided by Honeywell with such Embedded Software or as set forth in subsection (b), in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, or convey the Embedded Software; grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Embedded Software by any means; or take any action that would cause the Embedded Software or any portion of it to be placed in the public domain. In the event of a conflict between the Agreement and the terms of any Embedded Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Embedded Software. Honeywell and Honeywell's Affiliates, licensors and suppliers, own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to Buyer in the Product Terms. Honeywell may check Buyer's version of the Embedded Software, device security control settings, and network accessibility, and automatically send updates in order to maintain compatibility with Honeywell's offerings or provide the security updates.

b. If Embedded Software is listed on a Purchase Order placed pursuant to the Agreement, the Embedded Software is limited to such Products and/or location(s) as are specified on the relevant Purchase Order. If Embedded Software is embedded in a Product listed on an Purchase Order (regardless of whether such Software is specifically referenced on the Purchase Order), Buyer may only transfer its license to the Embedded Software to a third party in conjunction with the sale by Buyer of the Product on which the Embedded Software is installed or embedded, provided that no proprietary information is removed from such Products with Embedded Software (including copyrights, patent marking, trademarks, or EULAs). Buyer is responsible for ensuring that any distribution and use of Embedded Software to and by its customers or end users is subject to each customer or end user entering into an agreement with Buyer containing the same obligations and restrictions contained herein. All Products with Embedded Software are licensed on a non-exclusive basis and are not sold. Honeywell may terminate any Embedded Software license for failure to comply with the terms of the foregoing.

**42. ACCEPTABLE USE.** Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Honeywell, as may be updated by Honeywell or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Products (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Honeywell; (b)

modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of the Agreement or the right to use the Products. Buyer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

**43. REMOTE ACCESS.** Buyer agrees that Honeywell may provide some or all of the Offerings remotely using an internet connection and may install additional software and related communication and/or diagnostic devices on Buyer's applicable systems (the "**Systems**") to enable such connection and/or remote work. Buyer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Buyer will enable and consents to internet connectivity 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.

**44. BUYER PURCHASE ORDERS.** Buyer shall have access to, maintain access, and use Honeywell's specified Electronic Data Interface ("**EDI**"). Buyer Purchase Orders and changes will be transmitted to Honeywell via such EDI. Purchase Orders will specify: (1) Purchase Order number; (2) Honeywell's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price (non-catalog prices must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); and (8) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell's acceptance explicitly in writing or upon Honeywell's delivery of an Offering. Honeywell reserves the right to limit order quantities. For avoidance of doubt, Honeywell's order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under the Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under the Agreement 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 the Agreement shall be binding.

**45. INDEPENDENT CONTRACTOR.** The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither party shall hold itself out as, or represent to any third party that it is, affiliated with the other party in any way. Furthermore, nothing contained in the Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Offerings.

**46. LEGAL ADVICE DISCLAIMER.** Buyer acknowledges and agrees that Honeywell does not and shall not provide Buyer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Buyer acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Buyer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Buyer is solely responsible for such Buyer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

**47. FEEDBACK.** If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings ("**Feedback**"), then Buyer hereby grants to Honeywell and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered Buyer's Confidential Information or trade secret.