

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

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

**3. Delivery.** Delivery terms are CPT (Incoterms 2020) Company designated site. Honeywell is responsible for obtaining the export license, if applicable in accordance with the delivery terms set forth above. Company is responsible for all duties, taxes, and other charges payable upon export. Honeywell will schedule delivery in accordance with its standard lead time unless the Order states a later delivery date or Honeywell otherwise agrees in writing. If Honeywell prepays charges for transportation or any special routing, packing, labelling, handling, or insurance requested by Company, Company will reimburse Honeywell upon receipt of an invoice for those charges. Title will pass to Company (i) upon full payment of the agreed price for the delivered Products or (ii) in case of installation of Systems upon Final Acceptance.

**4. Acceptance.** (a) **Products:** Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within 30 calendar days after delivery. Company must disposition rejected Product in accordance with Honeywell’s written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled “Taxes”, Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell’s designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection. (b) **Services:** Company will inspect Services within 10 calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company’s sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

**5. Acceptance for Systems installed by Honeywell.** For Products that are sold as complete conveyor systems or sub-systems, identified in the Order as such, (“**System**”), Honeywell will prepare a plan of testing to verify completion of the installation work of the System. Final Acceptance is the earlier of (i) verified completion of the installation of the System through testing, or (ii) the first commercial use of the System by Company, either of which may occur in stages for portions of the System. If Final Acceptance occurs in stages, the final payment shall be paid, proportionally to the portion accepted. Should Company delay testing necessary to verify completion or fail to provide reasonable support such as adequate product or personnel for such testing, Final Acceptance will be deemed to be the date testing was set to occur.

**6. Changes.** Honeywell may, without notice to Company, incorporate changes to Products that do not alter form, fit, or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Company. Company may request changes to the scope of this Agreement subject to written acceptance by Honeywell. Honeywell will inform Company if the change causes a price modification or a schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties’ authorized signature of the change order.

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

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

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 Euro currency (EUR) unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company's order number, Honeywell's invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of 500 EUR for each occurrence for its failure to include the remittance detail and minimum information described above.

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

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

If Company 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; and **(e)** combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company's credit standing at any time and modify or withdraw credit. Company may not set off any invoiced amounts against sums that are due from Honeywell.

**9. Economic Surcharges.** Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to: (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, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Order is to be delivered upon within four (4) weeks after the Order has become binding.

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

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

**10. Setoff.** Company will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Honeywell, its parents, affiliates, subsidiaries or other divisions or units.

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

On receipt of notice of Product Nonconformance (as defined below), Honeywell will, at Honeywell's discretion, either (i) remedy the condition at the Company site; (ii) provide a replacement part and instructions for Company to remove and replace the part; or (iii) use a VPN to connect and correct the condition remotely. In the case of parts replacement, Honeywell will pay the costs of transporting the parts to Company and will reimburse Company for the costs of transporting parts to Honeywell. If there is a Major Failure, Honeywell will provide the necessary labor and materials to correct the failure at no cost to Company. "Major Failure" means a failure that significantly impacts Company's ability to use the System by failing to perform at 80% productivity

or greater, which is solely caused by Honeywell's Services or the System's failure to materially conform to the specifications in the Agreement, and which cannot be corrected by (i) replacement parts; (ii) modification by Company; or (iii) remote modifications by Honeywell. Company will reimburse Honeywell for the labor and expenses of remedial action if the failure is not covered by this warranty.

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

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

All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. Honeywell assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Honeywell's nearest warranty repair facility for such Products. Company will provide copies of freight invoices to Honeywell upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: **(1)** maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; **(2)** alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; **(3)** accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; **(4)** damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; or **(5)** use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Products. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. **(b) Services.** Honeywell warrants that Services will comply with the requirements stated in this Agreement. This warranty is valid for 12 months from the date Services are performed. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell in writing of defective Services within the warranty period. All Services corrected or re-performed are warranted for the remainder of the original warranty period. **(c) Disclaimer.** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

**13. Excusable Delay or Nonperformance.** 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. Force majeure is an event beyond the reasonable control of the non-performing Party and may include but is not limited to: **(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 under this Agreement; **(c)** fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, **(d)** epidemics, pandemics, quarantines or regional medical crises; **(e)** shortages or inability to obtain materials, equipment, energy, or components; **(f)** labor strikes or lockouts; and **(g)** 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) **(h)** inability or refusal by Company's directed third party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement. 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. 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 remain otherwise unaffected.

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.

**14. Termination.** Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events: **(a)** the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; **(b)** the other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or **(c)** any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings. 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 either Party may be entitled to under this Agreement or in law or equity.

Honeywell may suspend or terminate performance under this Agreement at Company's expense if Honeywell determines that performance may cause a safety, security, or health risk.

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

**16. Limitation of Liability.**

- A. In no event shall Honeywell be liable for: (1) any indirect, incidental or consequential loss; (2) any loss arising from business interruption; (3) loss of profits; (4) loss of revenue; (5) loss of anticipated savings; (6) loss of goodwill; (7) loss or corruption of data; (8) loss of opportunity.
- B. Honeywell shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.
- C. Honeywell's liability for loss, damage and interest under this Agreement is limited to the price for the specific Product or Service that gives rise to the claim.
- D. The Honeywell does not seek to exclude or restrict its liability in relation to: (1) death or personal injury resulting from negligence; (2) fraud; (3) the terms implied by Section 12, Sale of Goods Act 1979; or (4) any matter in respect of which, by law, it is not permitted to restrict its liability.
- E. The exclusions and limitations on damages in this clause shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based on contract tort, or otherwise.
- F. The Company may not bring any legal action against the Honeywell on the grounds of its liability under this Agreement if the Company has not served a notice to the Honeywell within a 3-month period from when Company became aware of the occurrence of the originating event for such an action.
- G. The Company shall co-operate fully in any product hold or product recall campaign organised by the Honeywell and Company shall give all reasonable assistance requested by the Honeywell in recovering Products which are the subject of such a campaign and preventing their sale to third parties.

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

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

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the

confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Company only to provide products or services for Company from Honeywell and not from any other source. Company will not use or disclose Honeywell's Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: **(1)** known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; **(2)** known to recipient at the time of disclosure through no wrongful act of recipient; **(3)** received by recipient from a third party without restrictions similar to those in this clause; or **(4)** independently developed by recipient without use of or reference to the disclosing Party's Proprietary Information.

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

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: **(i)** seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and **(ii)** enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

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

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

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

Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Company as set forth in this "Indemnity Against Patent and Copyright Infringement" article for any claim against Honeywell based upon a claim of infringement resulting from **(a), (b), (c), (d), (e),** or **(f)** of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: **(1)** procure for Company the right to continue using the Product; or **(2)** replace or modify the Product so that it becomes non-infringing; or **(3)** accept return of the Product or terminate Company's license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

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

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

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

**19. Software License.** "Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Company is entitled to use under the terms of this Agreement and which is not subject to a separate

software license between the parties. If equipment manufactured by Honeywell and sold to Company is embedded with or run by Honeywell provided controls or firmware ("Machine Controls") the following license shall also apply to Machine Controls. **License.** Subject to Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company accepts a nontransferable, nonexclusive single site license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license.

**(a) Ownership.** Honeywell (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Honeywell, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. **(b) Transfer of Licensed Software.** Company may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company is to retain no copies. Company's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell's prior express written consent. **(c) Copies.** Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made. **(d) Protecting Integrity.** Company may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. **(e) Machine Control and Programmable Logic Control limitations.** This License only includes a license to the Machine Control object code and related documentation. No license or access is granted to the source code of any kind. However, Company is granted the limited right to use and modify (and cause third parties under an obligation of confidentiality to modify on behalf of and for use by Company), the Machine Control Software for maintenance and support of the Machine Control Software with the prior written approval of Honeywell ("Company Modification"). If a modification is made by Company that has not been approved in writing by Honeywell or does not follow the instructions of Honeywell, Company discharges and releases Honeywell from all warranty, performance, and indemnification obligations. If the Products are sold the Machine Control Software embedded therein, will be transferred with the equipment, subject to this license. Company must notify its successor of the terms and conditions of this license upon sale of the equipment. If the Work includes Honeywell furnishing third party Programmable Logic Control (PLC), Honeywell grants Company the right to access resident programmable memory to implement specific functions or instructions, however, certain subroutines and modules of PLCs may be password protected to safeguard trade secrets and confidential information of Honeywell. If the Work includes Honeywell furnishing third party PC-based controls or other software, those products are provided for use under the terms of the license, warranty or other conditions of such third party. **(f) Negation of Other Licenses.** Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Company.

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

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

If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information. Company is aware that U.S. export law may impose restrictions on Company's use of the goods, services, or technical data, or on their transfer to third parties. Company will immediately notify Honeywell and cease distribution activities with regard

to the transaction in question if Company knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

**22. Taxes.** Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under this 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 this Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless at the time of order placement, Company furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this Agreement.

**23. Notices.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: **(a)** two calendar days after mailing by certified mail, return receipt requested and postage prepaid; **(b)** one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or **(c)** if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed to the addresses of Honeywell and Company as set out in the definition of the Parties under this Agreement.

**24. General Provisions.** **(a) Assignment.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld or delayed except that either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. **(b) Commercial Use.** Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell. **(c) Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. **(d) Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. **(e) Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. **(f) Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. **(g) Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid. **(h) Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. **(i) Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. **(j) Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force. **(k) Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party. **(l) Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. **(m) Company Caused Delay.** Honeywell will not be liable for delays caused by Company. Prices and other affected terms will be adjusted to offset impacts caused by a Company caused delay. **(n) Change in Control.** "Change in Control" means any of the following, whether in a single transaction or a series of related transactions and whether or not Company is a party thereto: (i) a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Company that results in a change in the effective control of the Company; (ii) any consolidation or merger of Company or its controlling affiliates, any dissolution of Company or its controlling affiliates, or any reorganization of one or more of Company or its controlling affiliates; or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "Securities") of Company or its controlling affiliates in which the

holders of all of the Securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Company or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the Securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Upon occurrence of one or more Change in Control events Company shall notify Honeywell and Honeywell may, at its sole discretion, terminate the Agreement with 30 days written notice. **(o) Data Access.** "Input Data" means data and other information that Company or persons acting on Company's behalf input, upload, transfer or make accessible in relation to, or which is collected from Company or third party devices or equipment by, the Product and/or Service. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company.

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

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

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

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

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: **(a)** ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; **(b)** implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; **(c)** protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; **(d)** prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and **(e)** securely delete such Personal Data once it is no longer required for the Purposes.

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

Where a Party's Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including: **(1)** Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; **(2)** binding Corporate Rules which provide adequate safeguards; or **(3)** any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

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

**29. Obsolescence.** For purposes of this Agreement, obsolete means a Products' status declared by Honeywell, at its sole discretion, based on a Product becoming superseded, discontinued or reduced in manufacture. If Honeywell determines that

some or all of the requirements of this Agreement can no longer be satisfied due to an obsolescence issue, Honeywell will promptly notify Company of the obsolescence. Honeywell will have no liability for Products declared obsolete.

**30. Terms specific to System projects.** (a) Pricing. All Products will be sold at the price listed in the statement of work, proposal or Order. In the event no price is listed, Products will be sold at Honeywell's then-standard price for such Product. Any taxes listed in any statement of work, proposal or Order are estimated unless otherwise specifically referenced. (b) If a Product included in the design of a System, becomes obsolete or cannot reasonably be obtained or manufactured due to an event of Force Majeure, Honeywell will use best efforts to substitute the Product and address such in a Change Order (c) In addition to any other provisions herein, Honeywell is not responsible for any Product that is damaged or nonconforming, where such damage or nonconformance is caused by failure or surge of electrical power, environmental or building condition, or Company's systems. (d). "Work" shall mean collectively the Products and Services. "Worksite" shall mean the location where the Work will be performed. "Building" shall mean the building where the Work will be performed.

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

**32. Installation.** If the Work include installation and the Parties agree that Honeywell will obtain the permits or approvals required for the installation, Company will reimburse Honeywell for its costs therefor. Company authorizes disclosure of the Agreement to the extent required to obtain permits or approvals. Unless specifically set forth otherwise in the Agreement, Company will be responsible for obtaining all other necessary permits, approvals, assessments, licenses or the like for the Worksite.

**33. Project Management.** Honeywell will have sole responsibility and control over the manner and means of performing the Work and for coordinating all portions of the Work under the Agreement, unless the Agreement provides specific instructions otherwise. Honeywell will supervise and direct the Work and will have sole responsibility for supervision of its subcontractors and Company will not interfere with or provide direction to any Honeywell subcontractor or supplier. Company will appoint one project manager who will represent the Company in coordinating the Work, providing Building and Worksite access and approve any required Change Orders. Company will ensure that other contractors at the Worksite do not interfere with Honeywell's ability to perform the Work.

**34. Building and Worksite Conditions.** Company will be responsible for all Building and Worksite conditions as listed below or as more specifically set forth in the Agreement at Company's expense. Any building modifications required to support or accommodate the Work, including but not limited to beams or footers, are the responsibility of Company. Prior to the date the Products are to be delivered to the Worksite or the Work is to begin under the Project Schedule, Company will ensure that (i) the Building is substantially complete, is enclosed, dry and covered, and has temperature controls in place adequate to maintain the ambient temperature between 4 and 30 degrees Celsius, (ii) adequate lighting is available and operational, (iii) Building is properly grounded and electrical power is available and operational as required for operation of the System, (iv) if floors are to be sealed, sealing is complete and cured, (v) clear and permanent floor space is available to receive, stage, store and pre-assemble the Work within 50 m of the receiving dock, (vi) paved permanent exterior delivery access is available with access to two dock doors with secured dock leveler/portable fork truck ramp for exclusive use by Honeywell, (vii) the Building is secure, and (viii) any additional requirements set forth in the Agreement are complete. Adequate interior space will be allocated for an office space for exclusive use by Honeywell. Company will provide a secure location for Honeywell to store its tools and equipment. Honeywell's Work does not include removal or relocation of any hazardous materials (including but not limited to asbestos or polychlorinated biphenyl) and if Honeywell encounters such at the Worksite, Company will promptly remove such substances at Company's expense. Unless otherwise specifically set forth in the Agreement, the Systems are designed to operate in a dry, humidity and temperature controlled environment between 4 degrees and 40 degrees Celsius. Company is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to Purchase Price or Project Schedule due to Building or Worksite conditions will be addressed in a Change Order.

**35. System Safety.** Honeywell will make reasonable efforts to minimize system operational safety issues consistent with applicable sections of the EU industry safety standards for conveyors and related equipment. Honeywell, at its sole discretion, may deviate from these industry safety standards when reasonably necessary to account for site specific conditions, other factors that are outside of Honeywell's control, or obligations set forth in the scope of Work. It is Company's responsibility to address all operational safety issues in its site-specific safety plan. Unless specifically set forth in the Agreement, compliance with additional regulations beyond those mentioned above is not included. Any such additional protocols, requirements or guidelines which Honeywell is requested to comply with must be provided to Honeywell. Thereafter, Honeywell will notify Company if there are material changes to Honeywell's costs, schedule and/or planned execution of safety practices for this Work and submit a Change Order addressing the material changes.

**36. Company Safety.** Industry Safety Standards Compliance by Company. The commitment of Company to the safe use and operation of the Systems is required to minimize or reduce the risk of injury to Company's employees or damage to Company's property and equipment.

**37. Insurance.** (a) Honeywell will maintain insurance which includes: Workers Compensation, according to applicable law and Employers Liability with a limit of \$1,000,000 per occurrence; and Commercial General Liability with a limit of \$5,000,000 per occurrence and annual aggregate for bodily injury and property damage, including products and completed operations and contractual liability. Such insurance will be with insurers maintaining an AM Best rating of A- VII or better. Honeywell will, at Company's request, furnish evidence of such insurance in the form of a memorandum of insurance. If Honeywell will be providing Services at the Worksite, upon reasonable request from Company, Honeywell will provide a Certificate of Insurance evidencing such coverage and will name Company as an additional insurance and if applicable, list the owner or landlord of the Building and/or Company's general contractor as additional insured. Honeywell may satisfy the foregoing obligations with any combination of self-insurance, primary liability and umbrella excess liability coverage. (b) Company will maintain with respect to the Worksite, real property casualty and liability insurance, in such types and amounts no less than the following: (i) all-risk property insurance providing coverage not less than the full replacement cost value of such buildings; (ii) commercial general liability insurance, insuring Company against any and all liability for injury to or death of a person or persons, caused by or in connection with the Worksite, and including contractual liability coverage for Company's indemnity obligations under this Agreement, to afford protection with a minimum combined single limit of liability of at least \$5,000,000; and (iii) workers' compensation and similar insurance offering statutory coverage and containing statutory limits and employer's liability insurance.

**38. Compliance – Sanctions** a. Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-Honeywell-are/integrity-and-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Indemnification..

b. Sanctions Compliance. Buyer, individually and on behalf of its Affiliates, represents, warrants, and agrees that:

i. It is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), or any other sanctions list administered by the United States, the European Union and its Member States, the United Kingdom, Switzerland, Canada, Australia, or the United Nations ("Sanctions Laws"); (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently, but subject to change, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions) ("Sanctioned Jurisdictions"); (3) controlled or owned, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; and/or (4) organized under the laws of, ordinarily resident in, or located in an unauthorized jurisdiction, including Russia; Belarus; and the Zaporizhzhia and Kherson regions ("Unauthorized Jurisdictions").

ii. Relating to the utilization of Honeywell products, software, services, proprietary information, and technology, both parties will comply with all Sanctions Laws. Buyer will not, directly or indirectly, 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, for, or involving Sanctioned Jurisdictions, Russia, or Belarus; or (ii) for any other purposes prohibited by any Sanctions Laws. Honeywell will not source any components, technology, software, or data from any Sanctioned Persons, Sanctioned Jurisdictions or Unauthorized Jurisdictions in contravention of any Sanctions Laws. To the extent applicable, Buyer agrees to comply with any government authorization under Sanctions Laws, including any authorization issued by OFAC in all activities involving Honeywell products, technology, software, or proprietary information. Specifically, Buyer agrees not to remove, extract, disassemble, or otherwise disassociate any Honeywell products, technology, software, or proprietary information from an Aircraft and store, sell, export, re-export, divert, or otherwise transfer any Honeywell products, technology, software or proprietary information in, within, from, or to a Sanctioned or Unauthorized Jurisdiction.

iii. Buyer is responsible for conducting on-going screening and monitoring and ensuring all end users or other involved third parties are not Sanctioned Persons. Buyer is responsible for flowing down the obligations of this clause to all end users and/or other involved third parties, as applicable.

iv. The Parties' failure to comply with this provision will be deemed a material breach of the transaction(s), contract(s), purchase order(s) and/or agreement(s) executed between the parties. The Parties will notify the other party if it violates, or reasonably believes that it will violate, any terms of this clause. The Parties may take all actions required to ensure full compliance with all Sanctions Laws without the other party incurring any liability.

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

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

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or
- iii. Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

d. Anti-Bribery, Anti-corruption Laws.

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

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

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

iv. If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.

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

vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and

Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Buyer agrees to cooperate fully with any Honeywell investigation, audit, or request for information under this Section.

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

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

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

**39. Choice of language.** The language of the Agreement and correspondence will be English. In the event that this Agreement is translated into other languages, the English version alone will be decisive and will prevail over the other language versions.