

These Terms and Conditions ("**Terms and Conditions**") of sale establish the rights, obligations and remedies of Honeywell and Buyer which apply to any order issued by Buyer for the purchase of Deliverables. Unless otherwise stated in a written agreement signed by authorized representatives of Honeywell and Buyer and covering the specific Deliverables that are the subject of any Buyer's order, Honeywell's acceptance of Buyer's order is made expressly conditional on Buyer's acceptance of the Terms and Conditions of sale included herein. No additional or different terms and conditions, whether contained in Buyer's order form or any other document or communication pertaining to Buyer's order, will be binding upon Honeywell unless accepted in writing, and Honeywell hereby expressly objects to any such terms and conditions which shall be deemed ineffective and are rejected. In addition, these Terms and Conditions of sale shall apply for any framework agreement between Honeywell and Buyer with respect to the sale of Deliverables ("**Framework Agreement**") if and so far not otherwise stated in writing in such Framework Agreement.

1. GENERAL DEFINITIONS:

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
 - 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("**Addendum**") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
 - 1.3. **"Buyer"** means the entity issuing an Order.
 - 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
 - 1.5. **"Deliverables"** means equipment and parts (collectively "**Products**"), services ("**Services**") and Software, each supplied or licensed by Honeywell to Buyer under an Order.
 - 1.6. **"Honeywell"** means the applicable Honeywell entity that accepts the Order which may be one of the following entities: Honeywell GmbH, Matrikon GmbH, Maxon GmbH, Honeywell Gas Technologies GmbH, WÄGA Wärme-Gastechnik GmbH, Elster GmbH and Honeywell Messtechnik GmbH.
 - 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
 - 1.8. **"Party"** means Honeywell or Buyer and "**Parties**" means both.
 - 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
 - 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.
- 2. DELIVERY, ACCEPTANCE, INSPECTION AND RETENTION OF TITLE**
- 2.1. Delivery terms are Ex-Works (INCOTERMS 2010) Honeywell's facility, which is unless otherwise agreed in writing also the place of performance for the delivery (Erfüllungsort) and a possible subsequent performance (Nacherfüllungsort).

Honeywell will schedule delivery in accordance with its standard lead time unless Buyer's order requests a later delivery date; or Honeywell agrees in writing to a separate delivery date. Upon Buyer's request, and at Buyer's cost, Honeywell will ship the goods to another location. In this case the risk of loss or damage to the goods passes to the purchaser upon dispatch. If Honeywell prepays transportation charges, Buyer will reimburse Honeywell upon receipt of an invoice for those charges.

Buyer shall promptly inspect any Products delivered and shall notify Honeywell of any nonconformance detectable in the due course of an intake inspection without undue delay in writing at the latest however within ten (10) days after delivery. Buyer shall notify any nonconformance which cannot be detected within the due course of an intake inspection, without undue delay at the latest however within three (3) days after discovery of the defect. Buyer shall be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Honeywell within the deadlines stipulated above.

If Services are qualified as work pursuant to Sec. 631 German Civil Code or an acceptance is agreed, Sec. 640 German Civil Code shall apply for such acceptance of Services.

If Products are installed in another object or attached to another object in accordance with their nature and intended use, Buyer shall be obliged to inspect these products again immediately before installation or attachment and shall notify Honeywell immediately, but no later than three (3) days after discovery of a defect. If Honeywell does not receive such written notification from Buyer within the period specified above, Buyer shall be treated as if it had known of the defect at the time of installation or attachment of the defective item, unless the lack of defectiveness was not recognizable to Buyer

- 2.2. If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3. Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery for within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.
- 2.4. Honeywell reserves title in all Products until receipt of all payments under the business relationship with Buyer (hereinafter: "**Reserved Products**"). If a current account relationship exists as part of the business relationship, Honeywell shall retain title in the Reserved Products until receipt of all payments from acknowledged balances. In this case, reservation of title shall serve as security for the balance. For the duration of the reservation of title Buyer may not pledge the Reserved Products nor use the same as security.
- 2.5. If Buyer combines or mixes any Reserved Products in which Honeywell has reserved title with other items to form a new unit in such a way that one of the other items must be regarded as the main constituent, Honeywell shall have pro rata (co-)title in the new unit created, such (co-)title being in the ratio of the value of the Reserved Products to the value of the combined or mixed items at the time of such combining or mixing, and Buyer hereby transfers (co-)title and possession in the combined or mixed item to Honeywell. Honeywell hereby accepts this transfer. Buyer shall keep possession of the combined or mixed item which has thus been created for Honeywell in trust free of charge.
- 2.6. If Buyer or third parties acting on behalf of Buyer process or modify the Reserved Products (co-)owned by Honeywell, this shall be deemed to have been carried out for Honeywell. If Buyer acquires sole title in the new main unit created by way of such processing or modification, the parties shall be deemed to have agreed that Buyer hereby transfers to Honeywell (co-)title and possession therein in the ratio of the value of Reserved Products (co-)owned by Honeywell to the value of the combination or modification and that Honeywell hereby accepts such transfer. Buyer shall keep possession of the sole or co-owned items which has thus been created for Honeywell in trust free of charge. If the Reserved Products owned by Honeywell have not yet been inextricably combined or mixed with other items or otherwise processed or modified since supply, their value at the time of combining, mixing, processing or modification shall be deemed to be the amount billed for the Reserved Products (including VAT).
- 2.7. Buyer may sell the Reserved Products in the course of ordinary business activities, however all claims equal to the final invoice amount (including VAT) accruing to Buyer against its customers or third parties from the resale are hereby already assigned to Honeywell. Honeywell herewith accepts such assignment. Buyer may not sell the Reserved Products to customers that have excluded or limited the assignment of payment claims against them. After the assignment, Buyer retains the right to collect the claims. This shall not affect Honeywell's entitlement to collect the claims itself. However, Honeywell shall not collect the claims as long as (a) Buyer fulfill its payment obligations from the proceeds taken in, or (b) Buyer is not in default of payment or (c) Buyer has not filed an application for the opening of insolvency proceedings and has not suspended its payments. If any of this is the case, Honeywell may request Buyer to disclose the assigned claims and their respective debtors, to furnish all data required for collection, to hand over all documents pertaining thereto and to inform the debtors of the assignment. If such a case occurs, Buyer's right to collect the claims is extinguished. To the extent that a current account relationship exists between Buyer and its customers pursuant to Sec. 355 German Commercial Code (Handelsgesetzbuch), the claim assigned to Honeywell in advance by Buyer shall also relate to the acknowledged balance, as well as to the balance surplus existing from the closing balance in the case of the customer's insolvency.
- 2.8. Buyer is obliged to notify Honeywell in writing without undue delay of all seizures, attachments and other interference by third parties with respect to the Reserved Products. Moreover, Buyer shall notify such third parties of the reservation of title. To the extent the third party is unable to reimburse Honeywell for the court and out-of-court costs of a legal action pursuant to Sec. 771 German Code of Civil Procedure (Zivilprozessordnung), Buyer shall be liable for the loss thus incurred to Honeywell.
- 2.9. Buyer is obliged to treat the Reserved Products with care; in particular, Buyer is obliged to have the same at its own expense sufficiently insured at replacement value against fire, damage by water and theft. To the extent that maintenance or inspection work is required, Buyer must carry this out in good time at its own expense.
- 2.10. At Buyer's request Honeywell shall release the securities held by Honeywell to the extent their realizable value exceeds the claims to be secured by 10% or more whereby Honeywell may select the securities to be released.
- 2.11. In case that Honeywell in its formal position of remaining titleholder of the Reserved Products shall under any laws be obliged to pay any taxes referring to the title of the Reserved Products Buyer shall indemnify Honeywell from those tax obligations.

3. PAYMENT, PRICES & SET-OFF

- 3.1. Buyer shall pay within 30 days from the date of invoice to the account specified by Honeywell provided that Buyer received Products or Software respectively accepted services and received the invoice. Payments shall be made in immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in Euro unless agreed otherwise in the Order.

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- 3.2. Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell is entitled to invoice a service fee of EUR 500 for each such occurrence. Buyer shall be entitled to prove that Honeywell has incurred no damage at all or only considerably less damage than the above flat rate.
- 3.3. Honeywell may make partial deliveries that will be invoiced as they are delivered.

If not otherwise agreed in writing, all prices for Deliverables are subject to Honeywell's actual price list at the date of placement of Buyer's Order as amended from time to time in Honeywell's sole discretion. Honeywell will inform Buyer on any price increases with 30 day's written notice.

All prices are in the applicable currency of the Agreement and are based on delivery Ex Works (INCOTERMS 2010), Honeywell's facility. Prices do not include any charges for services such as packaging, insurance, or brokerage fees. Honeywell's pricing excludes all applicable taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges. If Honeywell is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction, then in addition to the purchase price, Honeywell will invoice Buyer for such taxes, duties, and charges unless at the time of order placement Buyer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges.

- 3.4. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) impact of government tariffs, and (d) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com/>).
 - 3.5. If Buyer is in payment default Honeywell may at its option (a) upon written notice to Buyer stop work and withhold future shipments until all delinquent amounts and late interest, if any, are paid, or (b) withdraw from the Agreement pursuant to Sec. 323 German Civil Code and/or (c) charge interest at an annual rate of nine (9) percentage points above the base rate. In addition, Honeywell may charge damages (e.g. costs of collection, including attorneys' fees) and lump sum damages for delay (Sec. 288 para 5 German Civil Code) subject to statutory law.
 - 3.6. Honeywell reserves a right to correct any inaccurate invoices.
 - 3.7. Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer.
 - 3.8. Buyer may only set off any invoiced amounts against claims that are undisputed or declared final and absolute by a competent court. Honeywell's extension of credit is subject to Buyer maintaining an acceptable credit standing. Even within the framework of an ongoing business relationship, Honeywell is entitled at any time to make a delivery in whole or in part only against advance payment. Honeywell will declare a corresponding reservation at the latest with the acceptance of Buyer's Order.
4. **TAXES**
Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.
5. **FORCE MAJEURE AND DELAY**
Except for payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is delayed longer than 90 days, either Party can terminate the Order with notice.

If Buyer causes delay, Honeywell is entitled to adjust delivery schedules and claim damages.

6. **WARRANTIES**

- 6.1. Honeywell warrants to Buyer that for Products at the time of delivery and for Services at the date of acceptance: (a) the Deliverable will be free from defects in workmanship and materials, and (b) the Deliverable will comply with the agreed specifications. Deliverables in which there is no defect found will not be considered Nonconforming.

The limitation period for warranty claims for Products is twelve months upon delivery of the Product from Honeywell to Buyer and for Services twelve months upon acceptance of Services by Buyer ("Warranty Period"). This warranty period of twelve months shall not apply in the following cases: (a) fraudulently concealed defects (*arglistiges Verschweigen eines Mangels*), and (b) defects for which a guarantee for the quality of the Deliverable (*Beschaffenheitsgarantie*) was given; in the case of claims for damages (*Schadensersatzansprüche*), this shall also not apply in the following cases: (a) personal injury (*Verletzung von Leib, Leben oder Gesundheit*), (b) intention (*Vorsatz*), and (c) gross negligence (*grobe Fahrlässigkeit*). Subsequent Performance will be effected by Honeywell without acknowledgement of any legal duty (*Anerkennung*). For repaired Deliverables the remainder of the original Warranty Period shall run from the return of the repaired Product; the same shall apply for replaced Deliverables.

If during the Warranty Period hereunder a Deliverable shows a defect which already existed at the time of transfer of risk from Honeywell to Buyer and Buyer notifies such defect to Honeywell pursuant to clause 2.1.c, Honeywell will at its

own choice repair the defect (*Nachbesserung*) or replace the defective Deliverable (*Nachlieferung*) ("Subsequent Performance", *Nacherfüllung*).

If Subsequent Performance fails, Buyer shall be entitled to rescind the affected Order of Product or Service (*Rücktritt*) or in case of Services also remedy the defect himself and demand reimbursement for required expenses (*Selbstvornahme*), whereas the right to reasonably reduce the purchase price of the affected Order (*Minderung*) is excluded. Further, Buyer may claim damages to the extent not excluded under these Terms and Conditions.

- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) non-compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) ordinary or normal wear and tear resulting from use of the Deliverable during the Warranty Period or to improper use of the Deliverable, (d) improper storage, effects of the climate and/or (e) damage caused by failure of any item or service not supplied by Honeywell.
- 6.3. Buyer shall provide Honeywell with a detailed description of any claimed nonconformance and permit Honeywell to preserve evidence, test the Deliverable, and investigate the cause thereof. Buyer shall give Honeywell prompt and continuing access to the Deliverable for inspection and testing, to the environment and location of the Product, and shall cooperate with Honeywell by promptly furnishing all relevant information, data, test results, witnesses, and other information relative to any occurrence, accident or claimed Nonconformance in the Deliverable.
- 6.4. If a defect actually exists, Honeywell shall bear any expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions. For the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), Honeywell shall be entitled to demand compensation from Buyer, unless the lack of defectiveness was not recognizable to Buyer.
- 6.5. If Buyer accepts a defective Service, even though he knows of the defect, he only has the rights under this Section 6 if he reserves his rights with regard to the defect when he accepts the Service. This restriction does not apply for damage claims for which Honeywell is liable pursuant to clause 7.1.

7. **LIMITATION OF LIABILITY**

- 7.1. Honeywell shall be liable for damages without limitation in the event of (a) personal injury (*Verletzung von Leib, Leben oder Gesundheit*), (b) wilful intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), (c) assumption of a guarantee (in this case, the liability provision contained in the guarantee shall apply respectively the statute of limitations, provided that such provision is contained therein), (d) fraudulently concealed defects (*arglistig verschwiegene Mängel*), and (e) violations of the German Product Liability Act (*Produkthaftungsgesetz*).
- 7.2. Honeywell shall only be liable in the event of simple negligence (*leichte Fahrlässigkeit*) for the breach of essential obligations, the breach of which threatens the purpose of the contract, or for the breach of obligations whose proper performance is essential for the execution of this contract and on the fulfillment of which Buyer can rely (*Kardinalpflichten*).
- 7.3. The limitation of liability established in clause 7.2 shall also apply to damages caused by gross negligence on the part of employees or vicarious agents (*Erfüllungsgehilfen*) of Honeywell, who are not organs or executives of Honeywell.
- 7.4. In case of a liability under clause 7.1 or 7.3, liability shall be limited to the damages which are foreseeable when the contract is concluded and are typical for the contract.
- 7.5. In case of a liability under clause 7.2 or 7.3, liability of Honeywell shall not exceed the order value. If the order value is more than EUR 1,000,000 liability of Honeywell shall not exceed EUR 1,000,000.
- 7.6. To the extent no shorter limitation period is stipulated herein and in case of liability under clause 7.2 or 7.3, Buyer's claims for damages shall have a statute of limitations of two (2) years starting from the date on which they arose and Buyer became aware of the circumstances giving rise to the claim. Irrespective of Buyer being aware of such circumstances, the limitation period shall be five (5) years starting from the event causing the damage.
- 7.7. The aforementioned limitations of liability pursuant to this clause 7 shall also apply in the event of any claims for damages asserted by Buyer against organs, executive employees, employees or vicarious agents of Honeywell.

8. **PATENT AND COPYRIGHT INDEMNITY**

- 8.1. Buyer shall notify Honeywell immediately if a third party raised a claim against Buyer arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright (in particular but not limited to German, European or United States patents or copyrights) with respect to the Deliverable as delivered by Honeywell. Honeywell may then in its sole discretion decide whether it wishes to defend the claim at Honeywell's expense and indemnify Buyer for any final judgment assessed against Buyer resulting from such claim. In this case Buyer shall be obliged to grant sole and complete authority to defend the claim to Honeywell and Buyer shall provide Honeywell with all required information for the defense of the claim. Honeywell will not be responsible for any waiver, acceptance, compromise or settlement made without Honeywell's written consent.
- 8.2. Honeywell will have no obligation or liability with respect to: (a) Deliverables provided pursuant to Buyer's designs, drawings or manufacturing specifications;

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- (b) Deliverables used other than for the purpose for which they were delivered; (c) claims of infringement resulting from combining any Deliverable furnished hereunder with any article not furnished by Honeywell; (d) any modification of the Deliverable other than a modification by Honeywell (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable relieves Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.
- 8.4. Without prejudice to Section 7 which shall also apply, this Section conclusively governs the Parties' entire liability, sole recourse and their exclusive remedies with respect to infringements of intellectual property rights. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.
- 9. CHANGE ORDERS**
Either Party may make changes within the scope of an Order subject to acceptance by the other Party. Honeywell will inform Buyer if the change causes a price or schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of a change order.
- 10. DEFAULT AND TERMINATION**
- 10.1. Either Party may terminate or rescind from an Order pursuant to Sec. 323 et seq German Civil Code and may claim damages pursuant to Sec. 325 German Civil Code.
- 10.2. Honeywell may cancel any applicable pricing discounts if Buyer fails to pay timely an undisputed invoice. Honeywell will notify Buyer and Parties will engage in a mandatory executive escalation meeting with authorized decision makers within 10 days from Honeywell's non-payment notice.
- 11. INVENTIONS AND INTELLECTUAL PROPERTY**
- 11.1. "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 11.2. If not otherwise agreed in writing, no right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. If not otherwise agreed in writing, all Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.

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 Deliverables ("Input Data").

- 11.3. 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. 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. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of the 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. This Section survives termination of the Agreement.

12. CONFIDENTIAL INFORMATION

- 12.1. "Confidential Information" is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party ("Recipient") within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification, or (c) is Personal Data.

- 12.2. The Recipient will (a) use the Confidential Information only for the performance of the Agreement ("Purpose"); (b) disclose Confidential Information only to its employees and any sub-contractors or third parties required to have Confidential Information for the Purpose and who are legally bound in writing to Recipient to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Terms and Conditions; and (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Recipient uses to protect its own confidential information of a like nature. Recipient will reproduce the restrictive legends of the original on copies it makes. Recipient may disclose Confidential Information to a third party only if authorized in writing and under conditions required by Discloser. Recipient is responsible to Discloser for any violation of the confidentiality obligations by its employees or an authorized third party of the Recipient.

Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information of Discloser, including all copies thereof, and will certify to such return or destruction in writing to Discloser. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt.

Confidential Information will not include any information that:

- (a) was in Recipient's possession and not subject to an obligation of confidentiality before receipt from Discloser; (b) is or becomes legally available in the public domain through no fault of Recipient; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality, either directly or indirectly, to Discloser; or (d) was independently developed by Recipient without use of or reference to Discloser's Confidential Information.

If Recipient is required to disclose Confidential Information by applicable law, statute, regulation, or court order, Recipient will, if legally permitted, (x) give Discloser prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek an appropriate remedy; and (y) disclose Confidential Information only to the extent required.

- 12.3. The Parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.

13. DATA PRIVACY

- 13.1. Honeywell may process Buyer Personal Data in relation to the Deliverables as detailed in the Agreement and including in accordance with the following scope, in each case as further specified in an Order as necessary:

Categories of Data Subjects: Buyer and Buyer's Affiliates' customers, employees, contractors, end-users and service providers.

Categories of data: name, contact information (including physical addresses, email address and telephone numbers), location information, facility, device or equipment usage data.

Special categories of data: Buyer Personal Data processed by Honeywell shall not include special categories of data.

- 13.2. Buyer Personal Data may be processed in relation to the Agreement. To the extent the laws of a jurisdiction recognize the roles of "data controller" and "data processor" as applied to Personal Data then, as between Buyer and Honeywell, Buyer acts as data controller and Honeywell acts as data processor and shall process Personal Data solely on behalf of and in accordance with Buyer's documented instructions, the Agreement and applicable privacy laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Deliverables and/or related services and perform rights and obligations under the Agreement. Both Parties shall comply with their obligations under applicable privacy laws including in their respective roles as controller and processor of Personal Data.
- 13.3. Buyer authorizes Honeywell to share Personal Data with sub-processors (including Affiliates and service providers) located in any jurisdiction in connection with the Agreement, provided Honeywell uses legally enforceable transfer mechanisms and contractually requires sub-processors to abide by terms no less restrictive than those in the Agreement with regards to processing of Personal Data.
- 13.4. Honeywell shall have no liability for any losses, costs, expenses or liabilities arising from or in connection with processing of Personal Data in compliance with the Agreement or otherwise in compliance with Buyer's written instructions.
- 13.5. Honeywell shall refer all data subject requests to exercise rights under applicable privacy laws to Buyer and provide reasonable assistance to enable Buyer to comply with such requests, enable Personal Data security, respond to complaints or inquiries and to conduct any privacy impact assessments, provided Buyer reimburse all reasonably incurred costs.
- 13.6. Upon termination Honeywell shall delete or anonymize all Buyer Personal Data, except Honeywell may retain Buyer Personal Data if required or permitted by applicable law for compliance, audit or security purposes.
- 13.7. If Honeywell processes Personal Data relating to data subjects in the European Economic Area ("EEA"), Switzerland or Philippines: (a) if Honeywell believes any instruction from Buyer will violate applicable privacy laws, or if applicable law requires Honeywell to process Personal Data relating to data subjects in the EEA

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- in a way that is not in line with Buyer's documented instructions Honeywell shall notify Buyer in writing, unless the law prohibits such notification on important grounds of public interest; (ii) Honeywell shall upon request make available the identity of sub-processors and notify any intended addition or replacement and Buyer shall have 5 business days to object. If Buyer objects and the parties do not resolve within 1 month, Honeywell may terminate without penalty on written notice; and (iii) Honeywell shall ensure personnel processing Personal Data of EEA data subjects have committed to confidentiality in relation to such processing.
- 13.8. Where transfers of Personal Data require: (i) Buyer authorizes Honeywell and Honeywell Affiliates to act as agent for the limited purpose of binding Buyer as principal, in the capacity of "data exporter", to a Honeywell inter-group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCC"); and (ii) the parties agree that the SCCs (located at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or updated more recent website) shall be deemed to have been signed by Buyer and Buyer's Affiliates, in the capacity of "data exporter", and by Honeywell and/or Honeywell's affiliates, in the capacity of "data importer" and the information required to be provided in the SCCs' appendices shall be as described in this Section or separately agreed in writing.
- 13.9. Security is governed by the policies as further specified in the Order. If no additional Security Policy is specified in the Order, Honeywell will use reasonable administrative, physical and technical safeguards to protect Personal Data and Input Data and follow industry-standard security practices. Buyer will implement reasonable administrative, physical and technical safeguards to protect Deliverables and follow industry-standard security practices. Buyer is solely responsible for costs incurred due to unauthorized use or access through Buyer's account credentials or systems.
- 13.10. To the extent Honeywell has not obtained or provided Buyer with evidence of formal certification under SOC2 Type 1 and Type 2 (or equivalent), Buyer may audit Honeywell's compliance with this Section once per year, or more frequently if applicable laws require. Audits will occur following Buyer's written request at least 90 days prior to the proposed start date and Buyer providing a reasonably detailed audit plan describing the proposed scope, start date and duration. The Parties will work in good faith to agree on a final audit plan. Each Party will bear their own costs related to the audit. The audit will be conducted during Honeywell regular business hours at the applicable facility, subject to the published policies of that facility, and may not unreasonably interfere with business activities. If a third party is to conduct the audit they must execute a written confidentiality agreement acceptable to Honeywell. If the information required for an audit is not contained in existing reports, Honeywell will make reasonable efforts to provide it to the auditor. To preserve the security of Honeywell customers and organization Honeywell reserves the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other customers or third parties or share Confidential Information. Records may not be copied or removed from Honeywell facilities. Buyer will generate and provide Honeywell with an audit report within 3 months of audit end, unless prohibited by law. Audit reports are Honeywell Confidential Information and may only be used for the purposes of meeting Buyer's regulatory requirements or confirming Honeywell's compliance with this Section.
- 13.11. Honeywell shall evaluate and respond to any confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of the Deliverables and/or of Buyer Personal Data due to a breach of Honeywell's obligations under this Section (each a "Security Incident"), and will work with Buyer (and where necessary with outside regulatory and law enforcement authorities) to develop response strategies and respond to and mitigate the adverse effects of a Security Incident. Where it is determined a Security Incident has occurred, Honeywell shall notify Buyer without undue delay and as relevant information becomes available to assist Buyer in meeting its potential reporting or notice obligations under applicable law. Honeywell shall include a description, whether and what type of Personal Data or Input Data may have been affected and such information as Honeywell may reasonably request, unless the law prohibits it. Buyer shall work with Honeywell in good faith to develop any related public statements or required notices resulting from a Security Incident. Provided Honeywell is in material compliance with its obligations under this Section, Honeywell's obligations set out in this Section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Security Incidents.
- 13.12. Each Party may process certain business contact details relating to individuals engaged by the other Party in the performance their obligations under this Agreement ("Staff"). Each Party will take appropriate technical and organizational measures to protect such Personal Data against Security Incidents and shall securely delete it once no longer required for the purposes for which it is processed. Where required under applicable privacy laws, each Party shall inform its own Staff that they may exercise their rights in respect of their Personal Data against the other Party by submitting a written request with proof of identity to that other Party.
- 14. MISCELLANEOUS**
- 14.1. Buyer is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as needed.
- 14.2. Honeywell may suspend Services at Buyer's expense if Honeywell determines that performance of Services may compromise safety.
- 14.3. Buyer will allow Honeywell to issue mutually agreeable press releases, technical papers, photographs and other publications relating to this Agreement and the general operation of the Deliverables.
- 14.4. While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Honeywell standard products, Honeywell makes no guaranty that the cyber security products (inclusive of equipment, software and services) provided by Honeywell ("Cyber Security Products") will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Honeywell's sole liability, and customer's sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Honeywell is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Honeywell and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Honeywell brand ("**Third Party Product**") are provided to customer subject to the Third Party Product supplier's standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Honeywell has no liability whatsoever with respect to the performance or non-performance of such Third Party Products.
- 14.5. If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- 14.6. The failure of either Party to enforce at any time any provision of the Agreement may not be construed to be a continuing waiver of those provisions.
- 14.7. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Federal Republic of Germany, excluding its principles or laws regarding conflicts of laws. Application of the United Nations Convention on the International Sale of Goods of 1980, and any amendments or successors thereto is specifically excluded. In the event that the parties are unable to resolve the disputes, the parties shall submit the disputes to the courts of Offenbach, Federal Republic of Germany. However, Honeywell shall be entitled to initiate legal proceedings against Buyer at the court competent for Buyer's registered office.
- 14.8. The Agreement contains the entire agreement between the Parties and any pre-printed terms are excluded.
- 14.9. The Agreement may not be varied except by a written change signed by authorized representatives of both Parties. Provisions of the Agreement that by their nature should continue in force beyond the completion or termination of the Order will remain in force. Buyer will not delegate, transfer, or assign the Agreement, or rights or obligations under it, without Honeywell's prior written consent which shall not be unreasonably withheld. For purposes of this Section, assignment includes any change in control of Buyer or transfer by operation of laws (e.g. the merger of Buyer with any other legal entity or split of Buyer pursuant to the German Transformation Act (UmWG)). In the event Buyer is in breach of the transfer and change of control restrictions defined herein, Honeywell shall be entitled to terminate the order and claim damages resulting herefrom. Honeywell may assign this Agreement to any affiliate of Honeywell or 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 to such party.
- 15. DISPOSAL OF ELECTRONICAL DEVICES**
- 15.1. After end of use Buyer is obliged to dispose the Deliverables at its own cost. Buyer shall indemnify Honeywell from any and all obligations pursuant to Sec. 19 Para 1 ElektroG and a corresponding successor regulation and related claims by third parties.
- 15.2. If Buyer sells the Deliverable to third party entrepreneur (Sec. 14 German Civil Code), Buyer is obliged to agree a respective obligations to dispose the Deliverables at own cost with such third parties. If Buyer does not comply with this obligation it is obliged to retract and dispose the Deliverable himself at its own cost.
- 15.3. Honeywell claims under this Section 14a shall not become time-barred before lapse of two years as from end of use of the Deliverable. The two years period shall begin only on the date of receipt of a notification on the end of use by Honeywell.

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