

Except as agreed in writing, the following terms and conditions apply to all deliveries (such as goods, software etc.) ("Goods") and ancillary services by **Honeywell E.P.E.** (hereinafter "Honeywell") to the company placing the purchase order for such Goods ("Buyer"). Inconsistent Buyer terms and conditions are not binding on Honeywell, even if Honeywell does not expressly reject them.

§ 1 Offer

- 1.1 Offers made by Honeywell are not binding on Honeywell until Buyer places a purchase order which Honeywell confirms is accepted.
- 1.2 The Goods to be delivered and services to be provided are determined exclusively on the basis of Honeywell's written quotation and order confirmation. Information in any quotations and in attached drawings and illustrations about the Goods, their measurements and weights are only approximate unless they are expressly stated as being binding. Honeywell reserves the right to make changes to any Goods prior to the date of delivery provided that the changes do not affect the form, fit or function of the Goods.

§ 2 Delivery and Cancellation Conditions

- 2.1 Unless otherwise agreed in writing with Buyer, delivery terms for Goods are EX-WORKS (EXW acc. INCOTERMS 2010) Honeywell's location. All risk of loss or damage to Goods passes to Buyer EX-WORKS Honeywell's location. Honeywell will arrange shipping to Buyer's requested destination using Buyer's nominated carrier but Honeywell will not accept any liability for loss or damage during shipping and any claim against the carrier must be made by Buyer in its own name and on its own behalf. Buyer agrees to pay its nominated carrier directly for all charges. Other arrangements may be made by mutual agreement as part of the purchase order.
- 2.2 Title to the Goods shall pass to Buyer when it has paid the full price for the Goods, and until such time as full payment is made, Buyer shall comprehensively insure the Goods for the benefit of Honeywell, keep them free from all charges and security interest and give appropriate notice of reservation of ownership to third parties.
- 2.3 Honeywell may make deliveries under any order in one or more shipments, unless otherwise expressly agreed with Buyer and may issue separate invoices for each delivery. Unless otherwise expressly agreed in writing, all delivery dates and delivery periods are estimates. Honeywell will have no obligation to deliver on any delivery date but will use reasonable endeavours to do so provided that Buyer has provided all required documentation and information and any required authorizations and approvals. Honeywell will notify Buyer if it is unable to comply with an agreed delivery date, and specify the date on which it will make delivery. If Honeywell is unable to deliver on the new date, Buyer shall be entitled to terminate its purchase order, but Honeywell shall have no further liability for late delivery.
- 2.4 Buyer may not terminate or cancel a purchase order without Honeywell's prior written consent. If Honeywell consents to any such cancellation or terminates any order in accordance with these terms and conditions, Purchaser is liable for termination charges, which may include (i) a price adjustment based on the quantity of Goods delivered, (ii) all costs, direct and indirect, incurred and committed for Buyer's terminated purchase order, (iii) the full cost of all unique materials required for custom goods, and (iv) a pro-rata compensation covering the pro-rated expenses and anticipated profits consistent with industry standards. The termination charges shall be the higher of the costs referred to in the previous sentence and the amount due to Honeywell under Article 1382 Civ. Code, which is 40% of the cost of supply.
- 2.5 Honeywell may unilaterally terminate a purchase order in whole or in part upon Buyer's breach of these terms and conditions or Buyer's bankruptcy, insolvency, dissolution, or receivership proceedings without any further liability.
- 2.6 Buyer shall examine Goods delivered without delay upon arrival for quantity, nature and warranted qualities, and notify Honeywell of obvious defects within 8 days of receipt (and in any event within 15 days of the date of delivery at the final destination) by written notice indicating the article, invoice number, invoice date and nature of the defect. Honeywell shall be notified of hidden defects within 3 working days of discovery by means of written notice indicating the article and nature of the defect. If Buyer fails to do so the Goods are deemed to be accepted by Buyer.
- 2.7 If Honeywell agrees to a request by Buyer to return any Goods after delivery, Buyer must return them in their original packed and sealed condition within three months after shipment. Software, customized Goods and Goods in opened packaging, lacquered and non-reusable parts cannot be returned. Goods can only be returned with an authorization number (RMA) obtained from Honeywell in advance of shipment to Honeywell. The RMA is specific to the Goods and quantity to be returned and may not be used to return any other Goods. If Honeywell agrees to the return of any Goods, Honeywell will give Buyer a credit equal to the amount of the purchase price paid less a deduction of up to 40% of the value of the returned Goods for processing, testing, administration and other overheads. The deduction is not applicable if the Goods are returned due to a default by Honeywell.
- 2.8 The delivery period will be reasonably extended if hindrances beyond the control of Honeywell arise, such as the absence of official export, import or payment permits, payment delays, delayed provision of technical data, subsequent modifications of the order, cases of "force majeure" such as epidemics, war, revolution, serious factory disruptions, accidents, labour conflicts, late or deficient reception of necessary raw or other materials, important work-pieces becoming unserviceable, official measures, natural phenomena. If the force majeure event continues for longer than 90 days, either party may terminate purchaser's purchase order. If purchaser terminates the order, purchaser will pay Honeywell for work performed prior to termination and all reasonable expenses incurred by Honeywell prior to termination.

§ 3 Prices, Payment and Retention of Title

- 3.1 All prices for Goods are valid for delivery ex works (EXW acc. INCOTERMS 2010) the location specified in Honeywell's quotation or order confirmation. The prices agreed in Honeywell's order confirmation are binding until expiry of the agreed delivery period provided that Goods are to be delivered within 3 months of the order confirmation date or within such longer period as is expressly agreed by Honeywell. If Honeywell accepts any changes to Buyer's order, the prices and incidental costs applicable on the date of delivery shall apply. If the prices specified on any purchase order deviate from the quotation made by Honeywell, or Honeywell's current price list if no quotation is made, Honeywell will adjust the prices accordingly in its order confirmation.
- 3.2 All orders must be for an aggregate price of at least €250 (excluding VAT).
- 3.3 Unless otherwise quoted in writing to Buyer, all charges for services will be in accordance with Honeywell's price list for the relevant services applicable at the date of order confirmation. Prices are exclusive of additional expenses notified in advance to Buyer, such as for travel to site and working outside normal business hours.
- 3.4 All prices are exclusive of (i) sales and other taxes applicable on the date of invoicing which will be added to all prices and identified on each invoice (unless Buyer has provided Honeywell with exemption certificates acceptable to the taxing authorities) and (ii) the costs of recycling Goods covered by the European WEEE Directive 2002/96/EC and such costs may be added to the prices quoted.
- 3.5 Payment Term shall be expressly notified in writing to the Buyer through a separate document or via e-mail notification from Honeywell. Failure to make timely payment within the time stipulated will constitute a material breach of this agreement. Buyer shall pay the invoiced amount without discount or set-off of any claim unless Honeywell has expressly agreed in writing to such set-off.
- 3.6 Buyer shall pay all bank charges in connection with any payment. Checks and/or bills of exchange will only be accepted with Honeywell's prior agreement in writing and all expenses in relation to them, including any collection and discount charges, shall be paid by Buyer. Checks and/or bills of exchange are deemed as payment only when they have been cashed in and the money deposited in Honeywell's bank account.
- 3.7 An invoice is deemed to be paid on the day on which Honeywell receives payment in its bank account. The penalty on delayed payments made after their due date shall accrue in the manner and at the rates specified in Articles 4 and 5 of Legislative Decree No. 10/09/2002 231. Buyer shall pay all Honeywell's expenses incurred in collecting payments due, including attorney's fees if any. If Buyer is in arrears with a due payment (i) all amounts due from Buyer to Honeywell shall become immediately payable and all credit arrangements shall immediately cease, (ii) all future deliveries shall be immediately suspended, (iii) if the order in respect of which payment is late is for deliveries in instalments Honeywell has the right to suspend fulfilment of the order, and (iv) Honeywell shall be released from all obligations under applicable product warranties until the amounts due are paid. In accordance with section 2.2, Honeywell shall retain title in all Goods delivered until payment has been made in full.

§ 4 Infringement Indemnification

- 4.1 Honeywell agrees to (i) defend or settle any claim, suit, or proceeding brought against Buyer based solely upon a claim that any Goods manufactured by Honeywell hereunder directly infringe any third party European Union patent, copyright, or maskwork, and (ii) to pay costs and damages finally awarded to the third party, provided that: i) Honeywell is notified promptly in writing of such claim, ii) Honeywell is provided sole control of such defence or settlement using counsel of Honeywell's choice, and iii) Buyer provides Honeywell with all available information and assistance. Because Honeywell has exclusive control over resolving infringement claims hereunder, in no event will Honeywell be liable for Buyer's attorneys' fees, if any.
- 4.2 Honeywell shall not be responsible for any settlement or compromise of any such third party claim made without Honeywell's written consent. Honeywell has no obligation in respect of, and this section 4 will not apply to, any claim of infringement of any third party's intellectual property right (i) by Goods not manufactured by Honeywell or Goods developed pursuant to Buyer's direction, design, process, or specification, (ii) by the combination of any Goods with other elements if such infringement could have been avoided but for such combination, (iii) by Goods that have been modified if such infringement would have been avoided by the unmodified Goods, (iv) by Goods not used for their ordinary purpose, or (v) by software if such software is other than the latest version of the software released by Honeywell and provided to Buyer.

Buyer agrees to defend, indemnify, and hold harmless Honeywell from and against any claims, suits, or proceedings whatsoever arising from such exclusions identified in this section 4.2, unless this is not caused by Buyer's failure.

4.3 At any time after a claim has been made or Honeywell believes is likely to be made, or a court of competent jurisdiction enters an injunction from which no appeal can be taken, Honeywell has at its option the discretion to i) procure for Buyer the right to continue using such Goods, (ii) replace or modify such Goods in a way that they do not further infringe any third party intellectual property rights and without affecting the functionality of said Goods. In the event Honeywell fails to do so within a reasonable time, Honeywell shall accept the return of such Goods and refund the purchase price less 20% annual depreciation from shipment date.

4.4 The foregoing states Buyer's exclusive remedy for any actual or alleged infringement of intellectual property rights.

§ 5 Software

5.1 The use of software, if provided separately or installed on a Good supplied, is governed by the following terms unless a software license agreement is included with such software.

5.2 Subject to Buyer's compliance with these terms and conditions, Honeywell grants to Buyer a personal, limited, nonexclusive license to use the object code of the software solely for Buyer's internal purposes. The license is limited to such kinds of Goods as are specified on Buyer's purchase order, or Honeywell's quotation or confirmation of acceptance. No other use is permitted.

5.3 Buyer shall not attempt any transfer without prior written consent of Honeywell, sublicense, or redistribution of the software except as expressly permitted herein. Notwithstanding the foregoing, if the software is delivered with a Good, Buyer may transfer its license of the software to a third party in conjunction with the sale by Buyer of the Good on which the software is installed. Buyer is entitled to copy the software and make back-up copies to the extent necessary for the contractual purpose. Buyer shall not disclose, distribute, or display any such software, or otherwise make it available to others (except as Honeywell authorizes in writing) or allow any unauthorized use of the software. Buyer is only entitled to reverse compile the software, to modify, upgrade or alter the software in any other way within the scope of applicable mandatory intellectual property laws.

5.4 Honeywell may terminate this license if Buyer breaches these terms and conditions.

5.5 Honeywell retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks, and trade secrets.

§ 6 Warranty

6.1 **Goods (excluding software):** Unless otherwise stated in Honeywell's warranty policy from time to time, Honeywell warrants that all Goods manufactured by Honeywell will materially comply with Honeywell's published specifications or with Honeywell's specifications generated specifically for the relevant purchase order for 24 months from delivery, unless otherwise stated in the purchasing documents. Goods manufactured by companies outside of the Honeywell group are warranted in accordance with the published warranty of the relevant manufacturer to the extent that Honeywell has the right to such warranty. No Goods will be accepted for return without an RMA obtained in advance of shipment to Honeywell. Non-complying Goods must be returned transportation prepaid to Honeywell and Honeywell will repair or replace them, at Honeywell's option, and return ship them lowest cost, transportation pre-paid. Items subject to contamination through usage shall not be deemed defective because of contamination. Repaired, replaced or recalibrated Goods are warranted for the remainder of the unused warranty term or for 90 days from the date of delivery, whichever is the longer. In emergency conditions, Honeywell will ship replacement parts to Buyer before receiving from Buyer those parts to be replaced. If Honeywell does not receive those parts transport prepaid within 30 days after shipment of the replacement parts, Buyer shall pay Honeywell's then current list price for the replacement parts.

6.2 **Software:** Licensed software will materially comply with Honeywell's published user documentation. If Buyer, within 90 days from delivery to Buyer, notifies Honeywell of materially non-complying licensed software and provides a description allowing the error to be corrected, Honeywell will provide Buyer with a correction or replacement software.

Project specific application software will comply with Honeywell's designs or specifications generated specifically for Buyer and agreed to in writing by the parties. If Buyer, within 90 days from delivery to Buyer, notifies Honeywell of non-complying project specific application software and provides a description allowing the error to be corrected, Honeywell will, at Honeywell's option, either (i) provide Buyer with a correction or replacement project specific application software, if notification is given before execution of internal factory test or factory acceptance test, or (ii) make instructions available to Buyer to enable Buyer to modify the project specific application software.

Third party supplier warranties shall apply to the extent that they are less than the warranties described in these terms and conditions (or Honeywell's published warranty policy). Honeywell warrants that the software was scanned for viruses known to Honeywell prior to delivery to Buyer. Because viruses could be introduced to the software after delivery, Honeywell recommends that Buyer regularly scans the software with updated virus scanning software.

6.3 **Services:** If Honeywell provides any services to Buyer, including but not limited to training or assistance with configuration and installation of the Goods, Honeywell will provide such services in a workmanlike manner, in accordance with generally accepted standard industry practice. Any services performed that do not conform to such standard will, upon written notice from Buyer, be corrected by Honeywell, provided that such notice is received by Honeywell within 30 days of the date the service was performed. Unless otherwise expressly agreed in writing by Honeywell, Honeywell shall not be responsible for the application and functional adequacy of the Goods and software delivered to Buyer and shall have no further liability to Buyer in relation to the provision of such services.

6.4 **Recommendations:** Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the Goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell.

6.5 **Exclusions:** These warranties shall not apply if a failure or non-conformance is due in whole or part to: (i) improper use, application, maintenance (including maintenance by any person who is not an authorized Honeywell maintenance provider), operation or installation of the Goods or software, or exposure of the Goods or software to operating environments outside Honeywell's specifications; (ii) any modification of the Goods or software in a manner inconsistent with the applicable user documentation or not otherwise approved in writing by Honeywell; (iii) use of the Goods or software with equipment or software not approved in writing by Honeywell; (iv) combination or use of the Goods or software with any incompatible control and indicating equipment or ancillary products that may be connected to the Goods or software; (v) the Buyer's failure to use a software version which is the latest software version made available by Honeywell or to apply required or recommended updates or patches to any other software or device in the Goods' network environment. Any costs incurred by Honeywell in the repair of faults or errors related to these actions shall be reimbursed by Buyer at Honeywell's then-current rates and Buyer shall indemnify Honeywell against any damages suffered by Honeywell that are directly related to such faults or errors.

6.6 **Limitations:** The above warranties are sole and exclusive. In no event shall Honeywell or its suppliers be liable for, and Honeywell specifically disclaims, any warranties implied by law or otherwise, including without limitation any warranty of satisfactory quality or fitness for a particular purpose. Honeywell does not warrant that the Goods may not be compromised or circumvented or that the Goods will prevent any person injury or property loss by fire or otherwise.

6.7 **Spare:** Honeywell has no obligation to hold spares of any goods that it has ceased to produce or distribute but, if the goods are manufactured by Honeywell, it will use reasonable endeavours to ensure that any goods that replace the discontinued goods are backwards compatible with them and, if requested by Buyer prior to the date of product discontinuation, Honeywell will permit Buyer to buy such quantities of the discontinued goods as it may reasonably require.

§ 7 Compliance

7.1 Buyer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the Goods and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all Goods, technology, and software purchased, licensed, and received from Honeywell.

7.2 Goods and services delivered by Honeywell hereunder will be produced and supplied in compliance with all applicable laws and regulations in Italy. Buyer confirms that it will ensure that all Goods comply with applicable regulatory requirements in the country where they are installed and that they are properly installed and used in accordance with the applicable safety at work laws and regulations, and Buyer will indemnify Honeywell in respect of any costs, claims, actions or liability arising out of any failure to comply with the preceding obligations.

7.3 Unless the costs of recycling Goods covered by the European WEEE Directive 2002/96/EC have been charged to Buyer in accordance with section 3.4, if the provisions of the WEEE Directive 2002/96/EC as implemented in any local jurisdiction apply to Goods, the financing and organization of the disposal of waste electrical and electronic equipment are, with the exception of Goods which are "b2c" as per Honeywell catalogue, the responsibility of the Buyer who undertakes to comply with its obligations to indemnify Honeywell in respect of all such liabilities. Buyer will handle the collection, processing and recycling of the Goods in accordance with all applicable laws and regulations, and shall pass on this obligation to the final user of the Goods and shall provide correspondent documentation to Honeywell. Buyer will ensure that Honeywell

receives any necessary information as manufacturer/importer to perform its obligations under the WEEE Directive. Failure by Buyer to comply with these obligations may lead to the application of criminal sanctions in accordance with local laws and regulations. Buyer agrees to indemnify Honeywell in respect of any damages and other financial loss suffered by Honeywell as a result of Buyer's failure to comply with its obligations under this section 7.3.

7.4 Buyer shall not sell, transfer, export or re-export any Goods or software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Goods or software in any facility which engages in activities relating to such weapons or missiles. In addition, the Goods or software may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to Honeywell, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to Honeywell and adequate in Honeywell's opinion to protect Honeywell against any type of liability.

§ 8 Limitation of Liability

8.1 Honeywell has no liability to Buyer or its customers other than as stated in this section 8. The exclusions and limitations on damages in this section 8 shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise.

8.2 In no event shall Honeywell be liable for (i) any indirect, incidental, consequential loss; (ii) any loss arising from business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of use of any property or capital; (vi) loss of anticipated savings; or (vii) loss of data. 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.

8.3 Honeywell's liability in respect of any purchase order or otherwise under these terms and conditions (including for any cybersecurity event) shall in no case exceed the contract price of the specific Goods that give rise to the claim.

8.4 Neither party seeks to exclude or restrict its liability for: (i) death or personal injury resulting from negligence; (ii) fraud or gross negligence; or (iii) any matter in respect of which, by law (including the Product Liability Law), it is not permitted to restrict its liability. Honeywell's liability in respect of a defective Good shall be as specified in section 6.

8.5 Honeywell shall have no liability for any loss or damage caused by the improper handling or operation of the Goods or for any defect or failure of the Goods to operate due to the Buyer's failure to use a software version which is the latest software version made available by Honeywell or to apply required or recommended updates or patches to any other software or device in the Goods' network environment. Honeywell shall not be liable under any circumstances for consequential damage or indirect losses, or any loss of saving, loss of profit, loss of business or damage to reputation.

8.6 Buyer acknowledges that Honeywell has no obligation to provide any form of cybersecurity or data protection relating to the operation of the Goods, software or the network environment. Honeywell may choose to provide internet-based services with the Goods and may change or cancel those services at any time. Honeywell has no obligation to provide any form of cybersecurity or data protection relating to such internet-based services.

8.7 Buyer shall indemnify Honeywell against any claims, damages, losses, costs and expenses, including attorney's fees, incurred by Honeywell due to actual or threatened breach by Buyer of these terms and conditions.

§ 9 Buyer's obligations relating to cybersecurity event

9.1 In order to facilitate Honeywell's investigation of any cybersecurity event involving the Goods or software, Buyer agrees to cooperate with Honeywell in any investigation, litigation, or other action, as deemed necessary by Honeywell to protect its rights relating to a cybersecurity event.

9.2 Honeywell does not represent that the Goods or software is compatible with any specific third party hardware or software other than as expressly specified by Honeywell. Buyer is responsible for providing and maintaining an operating environment that meets the minimum standards specified by Honeywell. Buyer understands and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Goods or software, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and recommended industry practices including those recommended by any national institution in the Buyer's territory. If a cybersecurity event occurs, Buyer shall promptly notify Honeywell of the cybersecurity event. Buyer shall promptly use its best efforts to detect, respond and recover from such a cybersecurity event. Buyer shall take reasonable steps to immediately remedy any cybersecurity event and prevent any further cybersecurity event at Buyer's expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a cybersecurity event. Buyer will provide and make available this forensic evidence and data to Honeywell.

9.3 Honeywell shall not be liable for damages caused by a cybersecurity event resulting from Buyer's failure to comply with these terms or Buyer's failure to maintain reasonable and appropriate security measures.

9.4 Buyer agrees to comply with all applicable data security laws and standards, and shall make no attempts to circumvent or interfere with any of Honeywell's security controls integrated within the Goods. Buyer shall indemnify and hold Honeywell harmless for Buyer's failure to comply.

§ 10 Applicable Law

These terms and conditions shall be interpreted in accordance with Greek Law, with the exception that the United Nations Convention on Contracts for International Sale of Goods, 1980 shall not apply, and any disputes arising out of the supply of any Goods shall be exclusively referred to the courts of Greece.

§ 11 Miscellaneous

11.1 The parties may exchange confidential information during the performance or fulfilment of any purchase order. Confidential information includes any information or data that are provided by one party (the disclosing party) to the other party (the recipient) in any form, including any information or data relating to the operation or performance of the Goods and all data generated by the Goods which are aggregated and de-identified. However, such information or data may be used by Honeywell in accordance with section 11.2 below. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the recipient for a period of 10 years following the date of disclosure. These obligations shall not apply to information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section 11.1, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Honeywell may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

11.2 Subject to compliance with all applicable data protection laws and regulations, Honeywell retains the right to utilize any and all data and information that is collected, generated, processed or transmitted by or through the Goods and all data and information provided or transmitted to Honeywell regarding the operation or performance of the Goods in an aggregated or anonymized form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Honeywell does not own any such information or data, Buyer grants Honeywell and its affiliated companies (or shall procure for Honeywell and its affiliated companies the grant of) a perpetual right to use and make derivative works from such information and data for any lawful purpose.

11.3 Honeywell will process Buyer's personal data as necessary to sell the Goods and/or to provide the services to Buyer and to meet Honeywell's obligations under any purchase order and applicable law as a data processor. Honeywell shall process Buyer's personal data during the period of performance of any Buyer's purchase order governed by these terms and conditions and thereafter. Buyer as data controller acknowledges and agrees that Honeywell will share personal data with its affiliated companies and may transfer the personal data to USA, India or Mexico.

11.4 These terms and conditions (including those stated on the face hereof) constitute the entire agreement of Honeywell and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed writing. Buyer may not assign any rights or duties hereunder without Honeywell's written prior consent. Honeywell may subcontract its obligations hereunder without Buyer's consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Honeywell. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions. No failure by Honeywell to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Honeywell to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Buyer's order after acceptance by Honeywell shall survive such termination, cancellation, or completion. All stenographic and clerical errors are subject to correction. These terms and

conditions shall confer no benefit on any third party or the right to enforce any term or condition. Honeywell reserves the right to send to Buyer information on its products, services or innovations by email. The sending of emails can be revoked by Buyer at any time and for any email receipt. Honeywell reserves the right to send to Buyer information on its products, services or innovations by email. The sending of emails can be revoked by Buyer at any time and for any email receipt.

11.5 The English language version of these terms and conditions will prevail in case of conflict with any translations provided for convenience purposes.