



## HONEYWELL INTERNATIONAL INC (HII) - HONEYWELL AEROSPACE TRADING CONDITIONS OF SALE

### 1. DEFINITIONS

“Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity.

“Documentation” means any documentation (including any technical or legal requirements) specifically provided with a Product (or otherwise specifically referenced in these Conditions of Sale or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral.

“Purchase Order” or “Order” is a written order from Customer and accepted by Honeywell for the purchase, use and/or licensing of Products, governed by these Conditions of Sale.

“Parties” means Honeywell and Customer and “Party” means either, individually.

### 2. APPLICABILITY

Purchase Orders placed by Customer for: (1) the purchase of products, including without limitation, end items, line replaceable units and components thereof and those returned for exchange (collectively referred to as “Products”) and/or (2) non- recurring engineering (“NRE”) efforts/cost to support a defined customer requirement (“Services”) will be governed solely by these Conditions of Sale, unless and to the extent that a separate contract is executed between Customer and Honeywell. Customer is defined as the procuring party. These Conditions of Sale will apply to all Orders for Products and/or Services whether or not the Conditions of Sale are referenced in the Order.

### 3. CUSTOMER’S ORDERS

Customer shall gain access to, maintain access and use [www.aerospace.honeywell.com](http://www.aerospace.honeywell.com) web portal or [www.godirecttrade.com](http://www.godirecttrade.com) web portal. Customer will use Honeywell’s web portal for all Order status and ship date estimate requests. Orders will specify: (1) Order number; (2) Honeywell’s part number including a general description of the Product; (3) requested delivery dates, which will be no shorter than the quoted lead-time; (4) price (prices not listed on [www.aerospace.honeywell.com](http://www.aerospace.honeywell.com) must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which the Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Customer, if applicable; (8) location to which invoices will be sent for payment; and (9) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for a military or quasi-military purposes. Avionics Orders placed by Customer for use by or resale to a Training Provider (“Training Provider” means any party purchasing or acquiring Product, software, publications, data or other items for the purpose of providing, directly or indirectly, training to flight crews, maintenance technicians or others) and for the purposes of designing, manufacturing, selling, or supporting aircraft manufacturer specific training tools (including without limitation flight training simulators, flight training devices, and courseware) are subject to Honeywell’s prior written consent which is Customer’s sole responsibility to request. Orders are subject to Honeywell’s minimum order requirements, if any, and Honeywell’s acceptance. Honeywell reserves the right to limit order quantities for certain Product. Honeywell's Order acknowledgment will not constitute acceptance. Any Orders provided under these Conditions of Sale are for the purpose of identifying the information in (1) through (9), above. Except as provided in this section, all provisions on Customer’s Order and all other documents submitted by Customer are expressly rejected. Honeywell will not be deemed to have waived these Conditions of Sale if it fails to object to provisions submitted by Customer. Customer’s silence, acceptance or use of Products is acceptance of these Conditions of Sale. Unless expressly agreed to in writing by Honeywell, any conflicting terms on an Order will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect. Honeywell reserves the right to reject and will have no liability for Orders which do not meet the requirements set forth in this article. Honeywell reserves right to not accept Customer Order if quoted material is no longer available (availability of offered part number, serial number and quantity are subject to prior sale) or quotation offer expired (quotation validity is fifteen (15) days from the offer date). If proposed serial number or quantity is no longer available, Honeywell reserves right to adjust quotation to offer based on current market conditions.

### 4. DELIVERY

A. Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Customer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with your Customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Customer, or a type of product different than that ordered by Customer, Customer may return such excess or different Product to Honeywell within sixty (60) days after invoice at Honeywell's cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Customer is liable for any delays or increased costs incurred by Honeywell caused by Customer’s acts or omissions including, without limitation, all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.

B. Delivery Charges. Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. Customer is responsible for all carriage, duties, taxes, and other charges to enable import clearance into the designated country.

C. Early Delivery & Future Delivery. Honeywell will schedule delivery in accordance with its quotation offer. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell reserves the right to assess an expedite fee for Orders requested to be shipped prior to Honeywell's published lead-time. Customer will pay all transportation costs (including insurance, taxes, and customs duties) and for any claims to be filed with the carrier. If Honeywell prepays transportation charges or any special routing, packing, labeling, handling or insurance requested by Customer, Customer will reimburse Honeywell upon receipt of an invoice for those charges.

Title and risk of loss or damage will pass to Customer when Honeywell places Product at Customer's disposal at Honeywell's facility. Notwithstanding the foregoing, title to parts removed from the Products during repair or overhaul will transfer to Honeywell and parts used to repair or overhaul the Products will transfer to Customer. For Honeywell reserves the right to ship orders earlier than scheduled delivery dates. Note: For exchange Products, title to the serviceable Products will pass to Customer when Honeywell places the serviceable Products at Customer's disposal at Honeywell's facility, and at that same time title to the unserviceable Products transfers from Customer to Honeywell. Exchange Products provided to Honeywell must include all required documentation including, but not limited to: (1) detailed reason for removal; (2) Component Maintenance Modification Card (CMMC); (3) Life Limited Cards (LLC), if applicable; and (4) a Non-Incident Letter. Honeywell will not ship exchanged Products without the aforementioned required documentation.

Notwithstanding anything else in this clause, Honeywell may ship Product early from Honeywell's quotation offer, Customer's requested delivery date, or the agreed to delivery date, as applicable, and Honeywell will be in compliance with Customer's Order. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Honeywell in respect of any delays of for non-performance, if Customer requests a delivery date for an Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Customer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Customer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

## 5. ACCEPTANCE

**Product**  
Products are presumed accepted unless Honeywell receives written notice of rejection from Customer explaining the basis for rejection within 10 (ten) calendar days after delivery. Customer 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. Customer 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, Customer will be responsible for all expenses caused by the improper rejection.

**Services**  
Unless acceptance criteria are otherwise stated and defined in the statement of work, which shall take precedence over any conflicting provision of this Section, Customer will inspect Services within ten (10) calendar days after delivery from Honeywell or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection within such time. If Customer finds the Services unacceptable due to non-compliance with a material element of these Conditions of Sale, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the within ten (10) calendar days setting forth the specific reasons for non-acceptance. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Customer's sole and exclusive remedy for unaccepted Services by Customer. Customer further agrees that partial or beneficial use of the work by Customer prior to final inspection and acceptance will constitute acceptance of the work under these Conditions of Sale. If Honeywell reasonably determines that rejection was improper, Customer shall be liable for all costs and expenses associated with any improper rejection, including, without limitation, any costs or expenses associated with delay, correction, replacement or re-performance. Any failure to issue a proper notice of rejection within ten (10) calendar days shall constitute final acceptance of the Services under these Conditions of Sale. Customer further agrees that partial or beneficial use of the work by Customer or end-users, will constitute final acceptance of the work under these Conditions of Sale. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise from Customer's breach of this Section. This indemnification shall survive termination of these Conditions of Sale for whatever reason. Nothing in this Section shall be construed to require that Customer indemnify and hold



harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## 6. CHANGES

A. A change order is a written order signed by Customer and Honeywell authorizing a change to an Order or agreement, including but not limited to scope changes, adjustments in Price, and/or a change to the schedule.

B. Customer may request Honeywell to submit proposals for changes in the scope, schedule or other elements of an Order or agreement subject to written acceptance by Honeywell. Honeywell will inform Customer if the change causes a price modification or a schedule adjustment. If Customer chooses to proceed, the change will be effective, and Honeywell may begin performance upon the Parties' authorized signature of the change order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a change order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

C. Honeywell may submit a change order request to Customer to modify an Order or agreement based on the Customer's action or inaction, or the receipt or discovery of information, not expressly contemplated by an Order or agreement that Honeywell believes will cause a change to the scope, Price, schedule, level of performance, or other element of an Order or agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, Price, schedule, level of performance, or other element of an Order or agreement. Honeywell's request will include information to substantiate the need for the change and any impacts to the scope, Price, schedule, level of performance or other elements. Customer will have fifteen (15) business days to accept or reject the change order request. If Customer fails to respond within fifteen (15) business days, rejects the change order request, or Customer and Honeywell cannot agree on the amount of the adjustment in the Price or the schedule, Honeywell reserves the right to escalate the change order request to executive leadership. Any resulting change will be effective upon the Parties' authorized signature of the change order. If Customer rejects the change order request, Honeywell shall not be obligated to perform any additional or altered work and Customer accepts all liability associated with such rejection.

D. Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function.

## 7. PRICES

A. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Product or Service specifications are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (30) days' written notice of any changes. Pricing is subject to immediate change upon announcement of Product discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Customer.

B. Honeywell reserves the right to monitor Customer's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Customer's Product Orders during that time period is two percent (2%) higher than monthly forecasted or historic purchases determined by averaging the prior three (3) months, Honeywell reserves the right to charge the increased price on the excess.

C. All Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with Honeywell). Any Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Service for resolution. Customer has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order may be cancelled.

## 8. PAYMENTS

Unless Customer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Customer has been approved for credit terms, payment for that order will be due no later than thirty (30) calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing.

Honeywell will determine in its sole discretion if Customer qualifies for credit terms. If credit terms are granted, Honeywell may change Customer's credit terms at any time in its sole discretion and may, without notice to Customer, modify or withdraw credit terms for any order, including open orders. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Customer with no established credit terms and will be determined by Honeywell on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically.

Payments must be made in U.S. currency unless agreed otherwise in writing and must be made via electronic fund transfer. Unless otherwise



agreed to by Honeywell, payment by credit card is not permitted. Customer will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing at a minimum Customer's order number, Honeywell's invoice number and amount paid per invoice. Customer agrees to pay a service fee in the amount of \$500.00 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 Customer makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (15) days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Customer must pay the undisputed amount of the invoice within the original invoice payment due date.

Unless agreed otherwise in writing by Honeywell, Honeywell allows the Customer to pay by credit card and accepts Visa, MasterCard, American Express, Discover; provided, however, that the Customer's credit card must be charged on the same day that Honeywell invoices the Customer. If Customer is paying by credit card, it acknowledges and agrees that:

- a. Payment for every Order is due upfront prior to Honeywell activating the Services ordered;
- b. Customer may not split Orders on between multiple credit cards;
- c. Customer is obligated to provide a valid credit card via the portal which has sufficient credit to be charged for any Order being placed;
- d. The credit card provided by Customer (or, where multiple credit cards have been provided, the credit card selected by Customer) will be automatically charged upon placement of an Order for Services via the portal; and
- e. Unless Honeywell has received a timely notice of termination, Customer's credit card (or, where multiple credit cards have been provided, the credit card selected by Customer as its default card) will also be charged automatically on the anniversary date of when the original Subscription Services were activated. For avoidance of doubt, Honeywell has no obligation to refund any automatic recurring Subscription Services charges to Customer's credit card where Customer failed to provide a timely notice of termination, and Customer agrees not to contest such charges with its credit card provider.

If Customer is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid:

- A. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;
- B. refuse to process any credit to which Customer may be entitled;
- C. set off any credit or sum owed by Honeywell to Customer against any undisputed amount owed by Customer to Honeywell including but not limited to amounts owed under any contract or order between the Parties;
- D. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Customer;
- E. declare Customer's performance in breach and terminate any order;
- F. repossess products, reports, technical information or any other items delivered pursuant to these Conditions of Sale for which payment has not been made;
- G. deliver future shipments on a cash-with-order or cash-in-advance basis;
- H. assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;
- I. charge storage or inventory carrying fees on products, parts, or raw material;
- J. recover all costs of collection including, without limitation, reasonable attorneys' fees;
- K. if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- L. require Customer provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Customer's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or
- M. combine any of the above rights and remedies as may be permitted by applicable law.

## 9. RETURNED MATERIAL AUTHORIZATION

If Customer wants to return Product to Honeywell, Customer must first obtain permission from Honeywell to make such return using Honeywell's Return Material Authorization ("RMA") process. All requests for return must be submitted and approved by Honeywell within



sixty (60) calendar days after original receipt of Product by Customer. Any request submitted after sixty (60) calendar days will not be accepted. The returned Product must be received at Honeywell with the approved RMA form and within thirty (30) calendar days after the RMA is approved or Honeywell reserves the right to reject such return and ship the Product back to Customer, at Customer's expense.

Customer is responsible for all shipping expense for return of such Product to Honeywell and shipping expenses for the return of the replacement Product back to Customer. Honeywell, at its sole discretion, reserves the right to reject Customer's request for returns due to any cause not attributable to Honeywell. In the event that Honeywell grants permission to return the Product and Customer makes a return pursuant thereto, Customer will bear the costs of:

- (A) A restocking fee equal to twenty percent (20%) of the price Honeywell charged Customer for the returned Product or \$1,100, whichever is greater; and
- (B) All transportation and handling charges; and
- (C) Honeywell will, if the returned Product is unused, undamaged, and in a salable condition, issue to Customer a credit equal to the net amount paid to Honeywell by Customer for such Product, less restocking, transportation, and handling charges described above.

## 10. SETOFF

Neither Customer nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

## 11. WARRANTY

### A. WARRANTY DISCLAIMER

a. EXCEPT AS EXPRESSLY STATED IN THESE CONDITIONS OF SALE, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.

b. HONEYWELL HAS NO OBLIGATION UNDER THIS WARRANTY UNLESS BUYER MAINTAINS RECORDS THAT ACCURATELY DOCUMENT OPERATING TIME, MAINTENANCE PERFORMED, AND THE NATURE OF THE UNSATISFACTORY CONDITION OF HONEYWELL'S PRODUCT. UPON HONEYWELL'S REQUEST, BUYER WILL GIVE HONEYWELL ACCESS TO THOSE RECORDS FOR SUBSTANTIATING WARRANTY CLAIMS. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS, AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). BUYER'S WARRANTY SHALL BE VOID IF BUYER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THESE CONDITIONS OF SALE. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THESE CONDITIONS OF SALE, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THESE CONDITIONS OF SALE; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE



WILL BE UNINTERRUPTED OR ERROR-FREE.

d. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

#### B. WARRANTY AS EXCLUSIVE REMEDY

BUYER'S EXCLUSIVE REMEDY AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THESE CONDITIONS OF SALE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

#### C. WARRANTY EXCLUSIONS & PROCEDURES

a. Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with these Conditions of Sale, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Customer's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Product's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

b. Technical Advice. Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of a Product shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Customer at Customer's own risk and without any obligation or liability to Honeywell. It is the Customer's sole responsibility to determine the suitability of a Product for use in Customer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

#### D. PRODUCT 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 a Nonconformance.

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, filters, membranes) are not covered under this warranty. Underwater locating devices (ULDs) are not manufactured by Honeywell or covered by this warranty; however, ULDs may be subject to separate warranties as may be provided by the ULD manufacturer.

Products quoted and sold in New, New Surplus, Overhauled or Serviceable condition are warranted for the periods listed in the "Provisions by Condition" section of these Conditions of Sales, except for electromechanical and hydro mechanical devices which are only warranted for six (6) months from date of shipment. Honeywell warrants that Product sold as New, New Surplus, Overhauled or Serviceable will be accompanied by a certificate of airworthiness; an FAA8130-3 and/or EASA Form 1 (or CAAC if requested).

Notwithstanding anything herein to the contrary, Honeywell provides no warranty for Products quoted and sold in "As is/As Removed" or "Repairable" condition. This Article 10 does not apply to "As is/As Removed" or "Repairable" Products.

Products sold or repaired by a third-party repair station are warranted for the periods as offered in quotation, not exceeding 6 (six) months from the date of shipment.

Customer must notify Honeywell in writing during the warranty period of a Nonconformance and, within thirty (30) calendar days of discovery



of the Nonconformance, disposition the Product in accordance with Honeywell’s written instructions. Honeywell’s obligation and Customer’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 only 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. Customer will provide copies of freight invoices to Honeywell upon request. Round trip shipping costs expressly exclude freight forwarding charges, taxes, duties, and tariffs. The party initiating shipment bears the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, then Customer 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, corrosion, foreign object damage, abuse, neglect or negligence after shipment to Customer; (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-manufactured Products. Honeywell has no obligation under this warranty unless Customer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Honeywell’s Product. Upon Honeywell’s request, Customer will give Honeywell access to these records for substantiating warranty claims.

**12. PROVISIONS BY CONDITION**

CONDITION	DESCRIPTION	WARRANTY INFORMATION (unless otherwise specified in writing by Honeywell)
New	Product that has no operating time or cycles.	12 months from date of shipment.
New Surplus	Product that has been released as “new” surplus by the military, manufacturers, owners/operators, repair facilities, or any other parts supplier.	12 months from date of shipment.
Overhauled	Complete disassembly, inspection, rework or replacement of parts and re-assembly and test as required to bring the Product to a zero-time condition per the applicable OEM component maintenance manual.	12 months from date of shipment.
Serviceable/Inspected	A condition in which Product meets the manufacturer approved technical data and inspection requirements and is acceptable for use.	Engine & Mechanical Components: 6 months from the date of shipment. Wheels & Brakes: 6 months from the date of shipment. Electrical: 12 months from the date of shipment.
Repaired	Defects discovered during repair investigation and execution has been rectified using an FAA-approved procedure.	Engine & Mechanical Components: 6 months from the date of shipment. Wheels & Brakes: 6 months from the date of shipment. Electrical: 12 months from the date of shipment
Repairable	Product, assembly, part, or material that can be made serviceable by replacing or processing failed or damaged parts to an FAA-approved procedure	Engine & Mechanical Components: No Warranty Wheels & Brakes: No Warranty Electrical: No Warranty
As-is/As removed	Product with all faults in its current condition, the condition of which is unknown.	Engine & Mechanical Components: No Warranty. Wheels & Brakes: No Warranty. Electrical: No Warranty.

**13. EXCUSABLE DELAY OR NONPERFORMANCE**

A. Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of Honeywell, be eliminated from these Conditions of Sale without liability, but these Conditions of Sale will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any other acts of any government that would limit a party’s ability to perform under these Conditions of Sale,
3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence of Hazardous Substances of Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes or lockouts,
8. 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),
9. Inability or refusal by Customer'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 these Conditions of Sale, or  
10. Any other cause beyond the non-performing party's reasonable control.

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

Should any part of the system or any equipment in each case that are related to the work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer.

For the avoidance of doubt, there need not be a Force Majeure event to invoke Section 25 (Surcharges). In the event that a Force Majeure event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Customer that it is cancelling any affected outstanding Customer Orders or affected portion thereof.

B. COVID-19. Notwithstanding any other provision of these Conditions of Sale, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

#### **14. TERMINATION**

Honeywell may terminate these Conditions of Sale and any or all unperformed Orders immediately upon notice to Customer upon the occurrence of any of the following events: (a) Customer fails to perform or breaches any of its obligations and covenants under these Conditions of Sale, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Customer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of these Conditions of Sale by Customer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Customer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Customer experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Customer violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Honeywell's sole discretion, adversely impact Honeywell; or (f) Customer engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Products. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under these Conditions of Sale or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under these Conditions of Sale at Customer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

#### **15. GOVERNING LAW & DISPUTES**

These Conditions of Sale will be governed by and interpreted in accordance with the laws of the State of New York and the United States of America, without regard to conflicts of law principles. Honeywell and Customer expressly agree to exclude from these Conditions of Sale the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties further agree that any dispute, controversy, action, cause of action, or claim between them arising out of or relating to these Conditions of Sale, or the breach, termination, or validity thereof, shall be brought in the United States District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in the County of New York, and any appellate court from any thereof. Each Party shall submit to the jurisdiction of such courts and each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Customer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THESE CONDITIONS OF SALE.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by



at least one executive from each Party. At the conference, each Party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either Party may pursue resolution of the dispute consistent with the other terms of these Conditions of Sale.

## 16. LIMITATION OF LIABILITY

- a. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL), HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.
- b. ALL OFFERING CLAIMS ARE LIMITED TO THE EXCLUSIVE REMEDY SET FORTH IN SECTION 10 (WARRANTY) OF THESE CONDITIONS OF SALE. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THESE CONDITIONS OF SALE.
- c. HONEYWELL'S AGGREGATE LIABILITY UNDER ANY PURCHASE ORDER IN CONNECTION WITH THESE CONDITIONS OF SALE, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.
- d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.
- e. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in these Conditions of Sale fail of their essential purpose. The Parties agree that Honeywell's prices for the Products are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the Parties.

## 17. CONFIDENTIAL INFORMATION

Honeywell may provide Customer certain information during the performance or fulfilment of these Conditions of Sale that is not generally known, is reduced to writing (or, if orally disclosed first, is reduced to writing within 30 days after initial disclosure) and is clearly identified as being confidential, proprietary or a trade secret prior to disclosure, including, but not limited to: financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with these Conditions of Sale shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by Purchase Orders governed by these Conditions of Sale and not for any other purpose whatsoever, and shall be protected as confidential by Customer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of ten (10) years following the expiration or termination date of the agreement that is governed by these Conditions of Sale. Absent explicit written consent from Honeywell, Customer is not permitted to use or disclose Honeywell's Confidential Information in whole or in part to: (a) manufacture itself or enable the manufacture by any third party of Honeywell's products, products similar thereto, or products derived therefrom; (b) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any products or equipment of Honeywell or any part thereof; (c) perform any services, including services relating to Honeywell's products or equipment; or (d) deliver under a contract or make subject to a "rights in data" clause or equivalent clause. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Customer, (b) already known to Customer at the time of disclosure through no wrongful act of Customer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Customer. Customer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Customer may disclose Confidential Information to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging these Conditions of Sale. Customer will promptly notify Honeywell if faced with legal action or a request under U.S. or foreign government regulations to disclose any of Honeywell's Confidential Information. If Honeywell requests, Customer will cooperate in all reasonable respects to contest the disclosure or obtain a protective order or other remedy. Customer may make



a limited number of copies of Confidential Information as is necessary for the normal operation of Honeywell's Products. All copies made will reproduce the restrictive legends on the original. Within 180 days after termination or expiration of an agreement and upon written request of Honeywell, Customer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable. The terms and conditions of this "Confidential Information" section will survive expiration or any termination of an agreement.

## 18. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Honeywell will defend Customer, its Affiliates and subcontractors against any third-party suit alleging that Customer's use of the Product (as provided by Honeywell) in accordance with these Conditions of Sale, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Customer resulting from such suit; provided that Customer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Customer without Honeywell's involvement and prior, written consent.

Honeywell will have no liability or obligation to defend and indemnify Customer to the extent FAR 52.227-1 "Authorization and Consent" applies to Customer's prime or higher-tier contract for infringement of a United States patent and Customer is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys' fees by a third party.

Honeywell has no obligation or liability for claims arising out of the following: (a) Products made to Customer's designs, drawings, or specifications; (b) use of Products in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Product with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Customer provides; (f) Customer's use of the outputs of the Product; (g) any alteration, customization, or other modification of the Product other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Product.

Further, Customer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 16 (Indemnification).

If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Customer the right to continue using the Product or obtain a license to a reasonable substitute; (ii) replace or modify the Product so that it is non-infringing; or (iii) in the case of Products and Software, require Customer to return the Product (and terminate Customer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ration of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of an agreement governed by these Conditions of Sale.

If the final judgment assessed against Customer is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Customer (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 Customer to Honeywell for the Product that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 14 (Limitation of Liability).

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

## 19. SOFTWARE LICENSE

"**Licensed Software**" means software, including all related updates, changes, revisions, and documentation, if any, that Customer is entitled to use under these Conditions of Sale, and which is not subject to a separate software license between the parties.

Subject to Customer's compliance with the terms of these Conditions of Sale, Honeywell grants to Customer and Customer accepts a nontransferable, nonexclusive 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. Honeywell (and its licensors, if applicable) retain all title to the intellectual property related to all material and software provided under these Conditions of Sale.

Customer may transfer its license to use the Licensed Software to a third party only in conjunction with Customer's sale of any Honeywell or Customer Product on which the Licensed Software is installed or with which it is used. Customer'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 these Conditions of Sale. Except as specifically permitted in these Conditions of Sale, the Licensed Software may not be sublicensed, transferred, or loaned to any other party



without Honeywell's prior express written consent.

Unless specifically authorized by Honeywell in writing, Customer is prohibited from making copies of Licensed Software except for backup purposes. Customer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.

Customer may not directly or indirectly make any effort to deconstruct the Licensed Software provided, 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. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.

Notwithstanding the warranties provided elsewhere herein, Customer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Customer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Customer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell's ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90calendar days after initial delivery of the Licensed Software.

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 Customer.

## 20. OTHER INDEMNIFICATION

In addition to any other Customer indemnification obligations in these Conditions of Sale, Customer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of Customer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under these Conditions of Sale, Customer's breach of its obligations or warranties under these Conditions of Sale or Customer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Customer agrees to the following "Indemnification Procedures": (a) Customer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Customer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Customer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Customer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

## 21. COMPLIANCE

- a. Customer 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>. Customer 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 these Conditions of Sale, the Products (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Customer, or the facilities and other assets used by Customer in performing its obligations under these Conditions of Sale, 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, Customer's confirmation of an agreement with the representations and warranties set forth in the following subparagraphs. Customer will defend, indemnify and hold the Honeywell Indemnitees harmless from and against any Claims arising out of Customer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 16 (Indemnification).
- b. Sanctions Compliance. Customer represents, warrants, that
  - i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

- ii. Customer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Customer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in performance of any transaction governed by these Conditions of Sale. Customer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
  - iii. Customer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Customer will not source any components, technology, software, or data for utilization in Honeywell Products: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.
  - iv. Customer’s failure to comply with this provision will be deemed a material breach of these Conditions of Sale, and Customer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Customer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.
- c. **Export and Import Compliance.** Customer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications dealing with an Product (“Restricted Items”), or take any actions in relation to or in furtherance of these Conditions of Sale 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”). Customer 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. Customer 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, Customer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Customer 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. Customer 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 these Conditions of Sale. Customer will promptly provide all information required by Honeywell to complete the authorization application. Customer will apply for all other necessary import, export or re-export approvals.
- d. Honeywell will not be liable to Customer for any failure to provide any Product 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 Customer’s failure to follow applicable import, export, transfer, or re-export laws and regulations.
- If Customer designates the freight forwarder for export shipments from the United States, then Customer's freight forwarder will export on Customer's behalf and Customer will be responsible for any failure of Customer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Customer's designated freight forwarder with required commodity information.
- e. **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 U.S. company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the U.S. Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.
  - ii. Customer certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>, and the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>.
  - iii. Customer agrees that in connection with its activities governed by these Conditions of Sale, neither Customer 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 to the including financial, legal, tax, accounting, operational, labor, and regulatory information. Customer will retain and preserve all records and materials including invoice records, pertaining to the Products provided under these Conditions of Sale for a period of 3 (three) years after the termination of the agreement or for the period prescribed by applicable law, whichever period is longer.
- v. In the event that Honeywell determines, in its sole discretion, that the Customer has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate the agreement governed by these Conditions of Sale.
- vi. If Customer 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). Customer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.
- f. EU WEEE Directive. To the extent applicable, Customer 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 associates with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Customer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Customer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.
- g. Audit. Customer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this Section. Honeywell, at its expense, may audit Customer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Customer will provide reasonable assistance to Honeywell to complete such audit.
- h. Non-Compliance. Customer's failure to comply with this Section will be deemed a material breach of these Conditions of Sale, and Customer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Customer 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.

## 21. 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 replacements items, created or used by Honeywell in the performance of its obligations under these Conditions of Sale. Honeywell owns all rights to Special Tooling including related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities, except to the extent that title is specifically transferred in writing from an authorized representative of Honeywell to Customer. Unless otherwise specified in writing, Honeywell retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, whether or not furnished with the Products. Furthermore, any transfer of title 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.

## 22. TAXES

Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under these Conditions of Sale), 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"). Customer will pay all Taxes resulting from these Conditions of Sale or Honeywell's performance under these Conditions of Sale, 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 these Conditions of Sale, then in addition to the purchase price, Honeywell will invoice Customer for such Taxes unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Honeywell under these Conditions of Sale, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell would have received had no Taxes been required to be withheld, (ii) Customer will withhold the required amount of Taxes and pay such Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (iii) Customer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Honeywell within sixty (60) days of payment. In no event will Honeywell be liable for Taxes paid or payable by Customer.

## 23. NOTICES

Every notice between the parties relating to the performance or administration of these Conditions of Sale will be made in writing and, if to Customer, to Customer's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under



these Conditions of Sale notices will be deemed received when delivered either: (a) two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one (1) 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.

All notices must be addressed as follows:

To Honeywell:

Honeywell Aerospace Trading Attn: HAT Sales Leader  
1720 E Grant St Phoenix, AZ 85034

To Customer: Address: Customer's address on the Order or to Customer's purchasing representative.

For legal notices related to these Conditions of Sale, send an additional copy to: Honeywell International Inc., Aerospace, 1944 E. Sky Harbor Circle, Phoenix, Arizona 85034, Attn: General Counsel.

## 24. ECONOMIC SURCHARGES

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

Honeywell will invoice Customer through a revised or separate invoice, and Customer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in these Conditions of Sale. 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 these Conditions of Sale 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 these Conditions of Sale. 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 these Conditions of Sale.

## 25. INDEPENDENT CONTRACTOR

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

## 26. ACCEPTABLE USE

Customer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Honeywell, as may be updated by Honeywell or the Product manufacturer from time to time. Customer will not, and will not permit any person or entity to, use the Products (including any embedded software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Honeywell; (b) modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of the agreement governed by these Conditions of Sale or the right to use the Products. Customer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

## 27. DATA

Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Customer or third-party devices or equipment by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Honeywell



and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer or any data subjects. Customer will, at Customer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with these Conditions of Sale. Any Customer personal data contained within Input Data shall only be used or processed in accordance with the data privacy terms of these Conditions of Sale and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Customer's future use. Customer consents to any transfer of Customer's Input Data outside of its country of origin, except that personal data is subject to the data processing terms.

## **28. PUBLICITY**

Neither Party will issue any press release or make any public announcement relating to the subject matter governed by these Conditions of Sale 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 these Conditions of Sale that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this Section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, Honeywell may list Customer and its logo as a customer on Honeywell's website and in marketing materials.

## **29. TRADEMARKS**

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

## **30. LEGAL ADVICE DISCLAIMER**

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

## **31. FEEDBACK**

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

## **32. OFFERING CHANGES & DISCONTINUANCE**

Except as expressly set forth in these Conditions of Sale, Honeywell has a policy of product improvement and reserves the right to change or discontinue or charge additional fees for new or improved features of functionality of, any Product at any time without liability. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Customer, including changes in the design, without obligation to make equivalent changes to any Products previously supplied to Customer. Where Products have been discontinued, Customer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Products.

## **33. BANK GUARANTEES**

Prior to performance of the work, Customer will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of these Conditions of Sale (“BG”). The BG shall be provided by an approved internationally recognized financial institution nominated by Customer and approved by Honeywell and shall be in a specific form approved by Honeywell. On or before January 10 of each calendar year starting the second calendar year after the Effective Date, the value of the BG shall be adjusted in reference to the annual value of these Conditions of Sale over the previous year so that such amount shall reflect 10% of the actual amount of the previous calendar year spend. Any required increase shall be carried out (and each Party shall cooperate to so carry out) within ten (10) calendar days of the new calendar year.

#### 34. MINIMUM ORDER QUANTITIES (MOQ)

Honeywell may impose a minimum order value (if none otherwise stated in this Agreement, U.S. \$1000) or quantity and charge U.S. \$100 for each order below these thresholds and U.S. \$100 for any manual order not placed through Honeywell’s ecommerce website.

#### 35. CUSTOMER CAUSED DELAY.

Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Customer-designated supplier, for Customer’s failure to timely provide information required for the work, or any other delay caused by, or within the control of, Customer. If Customer-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell’s sole discretion. In the event that a delay caused by the Customer is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Customer that it is cancelling any affected outstanding Customer Orders or affected portion thereof.

#### 36. DATA PRIVACY

For purposes of these Conditions of Sale,

“**Applicable Data Privacy Laws**” means applicable data protection, privacy, breach notification, or data security laws or regulations;

“**Data Controller**” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

“**Personal Data**” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

A. Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorisations to transfer Personal Data to the other Party (including providing notice).

B. To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“**Controller SCCs**”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into these Conditions of Sale in their entirety as if set out in full as an annex to these Conditions of Sale. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out in <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between these Conditions of Sale and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

C. If Honeywell processes Personal Data on Buyer’s behalf under these Conditions of Sale, Honeywell’s Data Processing Agreement in <https://www.honeywell.com/us/en/company/data-privacy> apply.

#### 37. GENERAL PROVISIONS

**Assignment.** Honeywell may assign or transfer the agreement governed by these Conditions of Sale and assign its rights and delegate its obligations. Customer shall not assign any rights or obligations under these Conditions of Sale, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell’s prior written consent shall be null and void. These Conditions of Sale shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary





herein, Honeywell may engage subcontractors to perform any of its obligations governed by these Conditions of Sale. Use of a subcontractor will not release Honeywell from liability under these Conditions of Sale for performance of the subcontracted obligations. Without limiting the generality of the foregoing, Honeywell may assign the agreement governed by these Conditions of Sale and its rights relating to payment for sales made under these Conditions of Sale without Customer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Customer confidential information to any third party without Customer's consent.

**Commercial Use.** Customer represents and warrants that any technical data or software provided by Honeywell to Customer under these Conditions of Sale will not be delivered, directly or indirectly, to any agency of government in the performance of a contract, or subcontract with the respective government without the prior written consent of Honeywell.

**Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Conditions of Sale.

**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 these Conditions of Sale. Neither party has the right to bind or obligate the other.

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

**Survival.** Provisions of these Conditions of Sale that by their nature should continue in force beyond the completion or termination of an Order will remain in force.

**Third Party Beneficiaries.** Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the parties to these Conditions of Sale only and not for the benefit of any third party. **Waiver.** Failure of either party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of any provisions hereunder.

**Business Processing.** Honeywell's standard business processing terms apply and can be found at <https://aerospace.honeywell.com/us/en/products-and-services/ordering/terms-and-conditions>, go to "Terms & Conditions/Conditions of Sale General Terms" ("General Terms"). In the event there is a conflict between these Conditions of Sale and the General Terms, these Conditions of Sale will take precedence.

### 38. ENTIRE AGREEMENT

These Conditions of Sale, together with the General Terms section, contains the entire agreement between the Customer and Honeywell with respect to the subject matter of the Order and supersede any prior agreements or representations, oral or written, and all other communications relating to the subject matter of an Order. These Conditions of Sale will not be varied except in writing signed by an authorized representative of each party.

## ATTACHMENT A

### EXCHANGE PROGRAM - REQUIREMENTS AND CONDITIONS

#### 1. DELIVERY AND EXCHANGE

Honeywell will ship designated Honeywell owned equipment "Exchange Equipment" to Customer in exchange for the Customer owned equipment. Customer will ship their designated owned equipment "Core Exchange Equipment" to Honeywell in exchange for the Honeywell owned equipment.

The Customer will reference the Honeywell owned equipment Exchange Equipment on their purchase order to include: quantity, description, model number, part number, serial number, flat rate exchange Price, outright sale price (based on provided quotation offer), hours (if applicable) and cycles (if applicable).

The Customer will reference the Core Exchange Equipment on their purchase order to include: quantity, description, model number, part number, serial number, core due date (reference Section 4), hours (if applicable) and cycles (if applicable).

The core return form, set forth in Attachment B, is required to accompany the Core Exchange Equipment at time of shipment to Honeywell.

Customer will, at its sole expense and risk, deliver Core Exchange Equipment and required documentation to Honeywell's designated facility.

With the timely placement of a purchase order pursuant to the terms and conditions of these Conditions of Sale by Customer to Honeywell, Honeywell will ship the Exchange Equipment consistent with the mutually agreed upon delivery schedule.

Honeywell will deliver Exchange Equipment (i) FCA (FCA Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. Honeywell reserves the right to impose charges for any special routing, packing, labeling, handling, or insurance requested by Customer. Customer will deliver Core Exchange Equipment DAP (DAP Incoterms 2020), Honeywell's point of shipment ("Honeywell Dock") for all international and domestic shipments. Customer is responsible for any special routing, packing, labeling, handling or insurance.

#### 2. TITLE

Effective upon shipment by Honeywell of Exchange Equipment or upon receipt by Honeywell of Core Exchange Equipment, whichever occurs first (i) Customer transfers and warrants to Honeywell good title to the Core Exchange Equipment, free and clear of all liens, security interests and encumbrances and (ii) Honeywell transfers and warrants to Customer good title to the Exchange Equipment, free and clear of all liens, security interests and encumbrances, except as reserved to Honeywell under these Conditions of Sale. As a condition precedent to the effectivity of the title transfer described within this article, each Party agrees to deliver to the other any documents necessary to transfer such title and release any encumbrances for product exchanged. The risk of loss or damage to all equipment in transit shall be borne by the Party initiating the transportation of such equipment.

#### 3. PRICES AND PAYMENT

Depending on chosen fee structure, Customer will pay Honeywell a flat rate for the Exchange Equipment which will include all repair costs (FLAT FEE) **OR** Customer will pay Honeywell an exchange fee for the Exchange Equipment up front and Customer will be invoiced for the actual repair costs after repair is complete. Customer's purchase order must reflect a repair cost line item that remains open until actual repair costs are determined and invoiced (COST PLUS).

#### 4. CORE RETURN POLICY

If the Core Exchange Equipment and its complete documentation are not received by Honeywell within fifteen (15) days beginning on the date Honeywell shipped the Exchange Equipment, to the proof of delivery date of Core Exchange Equipment at the Honeywell facility, the Exchange Equipment will be considered purchased outright. If the Core Exchange Equipment requires application of international export/import requirements, fifteen (15) extra days will be allocated for receipt by Honeywell. Customer will be charged the outright sale price specified in Honeywell quotation offer and executed exchange price or current market price of the core part number, whichever is higher. If no outright sale price is specified, then the catalog price in effect at the date of these Conditions of Sale will be used. No discount applies. An invoice for the difference between the outright sale price, subtracted by the fee set forth in Section 3 of this Attachment B, will be submitted.

Core Exchange Equipment shall not have PMA parts or DER repairs within the unit.

## 5. DOCUMENTATION POLICY

Documentation submitted by the Customer for the Core Exchange Equipment is subject to review and approval by Honeywell. Approval of the documentation is given at the sole discretion of Honeywell. Documentation provided must include, but is not limited to, traceability documentation back to the last operator (or other authorized certification organization, if approved by Honeywell) and a signed non-incident statement and/or ATA106 form certifying that the Core Exchange Equipment has not been involved in any reportable aircraft accident or incident during the time it was owned or operated by the Customer. For any APU, engine, landing gear or other life limited part (LLP) equipment, the original OEM logbook(s) and LLP records with full back-to-birth traceability and non-incident statements are required, along with the fully completed procurement checklist provided by Honeywell. For any equipment containing life limited parts, additional non-incident statements for the equipment may be required from previous operators of the equipment, at the discretion of Honeywell. If documentation acceptable to Honeywell is not received by the time the Core Exchange Equipment is received, as outlined in Section 4 of this Attachment A, the Exchange Equipment will be considered purchased outright and Customer will be charged the outright sale price, as specified in Section 1 of this Attachment A. An invoice for the difference between the outright sale price, as specified in Section 1 of this Attachment A, subtracted by the fee as specified in Section 3 of this Attachment A, will be submitted.

To evaluate APU core acceptance, Honeywell requires following documentation to be provided by Customer with receipt of core unit at Honeywell's warehouse.

- the original OEM logbook(s) or/and on/off log since new through present logbook(s)
- APU full back-to-birth traceability and any non-incident statement(s) relevant to the full operation of the APU (from each operator)
- any shop visit reports related to all previous repair shop instances
- full back-to-birth trace on the life limited parts
- core return form (or reference to HAT Sales order/Order number)

To evaluate Engine core acceptance, Honeywell requires following documentation to be provided by Customer with receipt of core unit at Honeywell's warehouse.

- engine logbook(s) scan since new
- any shop visit reports related to all previous repair shop instances
- back to birth trace on the life limited parts
- inspection reports from the last MPI and CZI (as applicable)
- core return form (or reference to HAT Sales order/Order number)

To evaluate component Exchange Equipment acceptance, Honeywell requires following documentation to be provided by Customer with receipt of Exchange Equipment at Honeywell's warehouse.

- non-incident statement from previous operator
- ATA106 Statement from authorized certification agency
- Material removal tag
- Core return form (or reference to HAT Sales order/Order number)

## 6. BEYOND ECONOMICALLY REPAIR (BER) POLICY

Honeywell may accept BER cores that are in-process at Honeywell repair facilities, at Honeywell's discretion. Honeywell reserves the right to reject such BER cores. If a BER core is not accepted, the Exchange Equipment will be considered purchased outright and Customer will be charged current catalog value for outright purchase, as specified in Section 1 of this Attachment A. An invoice for the difference between the outright sale price, specified in Section 1 of this Attachment A, subtracted by the fee as set forth in Section 3 of this Attachment A, will be submitted. For BER or Return As-Is units, a scrap cost fee will apply.

7. Customer will pay Honeywell the then-current Honeywell catalog price for all external missing components and LRUs where applicable.
8. With the timely placement of a purchase order pursuant to the terms and conditions of these Conditions of Sale by Customer to Honeywell, Honeywell will ship the Exchange Equipment consistent with the mutually agreed upon delivery schedule.
9. All other terms and conditions are per this Honeywell's "HII Honeywell Aerospace Trading Conditions of Sale ("Terms"). In the event there is a conflict between this Attachment A and the Terms, this Attachment A takes precedence. Any additional or conflicting terms and notes included on the purchase orders will be considered null and void.



## ATTACHMENT B

### HONEYWELL AEROSPACE TRADING CORE RETURN TAG

Core must be returned to below address along with all required documentation as specified in Attachment A of Honeywell Terms and Conditions, section 5 – Documentation policy.

HII – Plant 1013  
Honeywell International Inc. - HAT  
c/o XPO Logistics  
1720 E. Grant St  
Phoenix, AZ 85034

SALES ORDER NO: \_\_\_\_\_

CUSTOMER PO NO: \_\_\_\_\_

TYPE OF SERVICE: \_\_\_\_\_

DATE SHIPPED: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED TO RECEIVE CORE CREDIT**

CUSTOMER INFORMATION:

CUSTOMER SHIP TO ADDRESS:

PART INSTALLED:
PART NO: _____
SERIAL NO: _____
DESCRIPTION: _____

AIRCRAFT INFORMATION:
A/C TYPE: _____
A/C SERIAL NO: _____
TAIL NO: _____

PART REMOVED:
PART NO: _____
SERIAL NO: _____
DESCRIPTION: _____
A/C HOURS: _____
UNIT HOURS: _____

DESCRIPTION OF FAILURE:

## ATTACHMENT C Supplemental Type Certificates

### Supplemental Type certificate (STC) Install Kits, Data Package and/or Right to Use letter

The following terms and conditions will also apply to the use of any STC Data Package and/or Right to use Letter. The STC Data Package and/or Right to Use Letter offered under an Order are for Customer use only and to support the referenced STC, collectively known as the Data Package. The Right to Use Letter issued under these terms will not be considered valid or available for submittal to the FAA or other certifying body until Honeywell receives payment in full from the Customer.

**SCOPE.** The Honeywell Right to Use Letter contains certification materials in a Data Package required by the FAA or other certifying body approving the use of the requested Supplemental Type Certificate (“STC”) for installation or modification pursuant to the STC. The package may stipulate an aircraft configuration requiring drawings, Service Bulletins, etc., not contained in the package. It is the Customer’s responsibility to obtain and comply with those requirements in order to complete the installation.

**AUDIT RIGHTS.** Honeywell, through its authorized representatives has the right during normal business hours to visit Customer and have access to the inside and outside of Customer’s facility for the purpose of inspecting, observing, and evaluating Customer’s total performance under this Right to Use Letter, including: (a) Customer’s compliance with all provisions of this Right to Use Letter; (b) any noncompliance with the provisions of this Right to Use Letter. If any of Customer’s records and reports are located off of Customer’s premises, said records and reports will be made available to Honeywell or its authorized representatives within five (5) business days of request. Honeywell shall have the right to demand and receive reasonable documentation to perform an audit of the items described in this article, such documentation being produced at a Honeywell location, or other such location designated by Honeywell within fourteen (14) Days after receipt of request for such documentation. If an audit shows that Customer has worked beyond the scope of the Right to Use Letter: (a) Customer will pay all costs related to performing the audit (e.g., travel, food, lodging, cost of professional services, etc.); and (b) Honeywell shall be entitled to all remedies at law or in equity due to such breach. The recovery of audit costs under this Section are not exclusive and are in addition to any other Honeywell rights and remedies to which Honeywell may be entitled at law or in equity for all damages other than such underpaid fees, costs, and interest. Notwithstanding anything to the contrary in this Right to Use Letter, Honeywell does not grant Customer any audit or access rights.

**CONFIDENTIALITY.** Customer will not share the STC or Data Package with any third party other than the regulatory agency and only to such extent as required to receive certification. Customer shall not make copies of or use or permit the use of any portion of the Data Package, except as required to meet regulatory agency requirements related to the use stated above. The Customer shall not sell, assign, or sublicense the STC or the Data Package or any portion thereof; nor shall the Customer make any changes to any part of the STC or Data Package. All right, title and interest in and to the STC and the Data Package, including any copies thereof, remain with Honeywell. These specific terms shall prevail in the event of inconsistency with Section 17 “NONDISCLOSURE AND NON-USE OF INFORMATION.”

**WARRANTY.** Honeywell makes no representation regarding the scope, validity, or enforceability of the Data Package. The Data Package and STC are provided to Customer “AS IS”. Honeywell assigns to the Customer all of the manufacturer’s warranties relating to install kits only.

Honeywell makes no representation, nor extends any warranties of any kind and assumes no responsibility or liability whatsoever: (a) with respect to the use, accuracy, or sufficiency of the STC or the Data Package; or (b) with respect to the design, manufacture, assembly, testing, sale, use or importation of Customer’s products, process or services or any portion thereof using the Data Package. HONEYWELL EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF HONEYWELL HAS BEEN MADE AWARE OF SUCH PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

These specific terms shall prevail in the event of inconsistency with the Section 10 “WARRANTY.”

**LIABILITY.** In no event shall Honeywell be liable for any damages resulting from the use of the STC, Install kits or the Data Package. Customer shall not have recourse against Honeywell for any loss, liability, damage, or costs which may at any time be suffered or incurred by reason of or in consequence of the exercise of any right granted by Honeywell. Customer further agrees that it will forever indemnify and hold Honeywell and its officers, directors, agents, employees, and affiliates harmless against any and all claims,



liabilities, lawsuits, threats, damages, or expenses (including reasonable attorneys' fees and costs) that Customer and/or Honeywell may suffer, incur, or sustain or resulting from any claims demands, actions and other proceedings by any third party arising from the use of the Data Package by Customer. Customer agrees that it retains the sole responsibility for and assumes the entire risk of using the Data Package under the terms of this Right to Use Letter. These specific terms shall prevail in the event of inconsistency with the Section 16 "LIMITATION OF LIABILITY."

**TERMINATION.** Upon termination, as outlined in Section 13, the STC and Data Package, including all copies thereof, shall immediately be returned to Honeywell.