

**1. Applicability.** Purchase orders placed by Company (“**Order**”) for: (a) 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 (b) non-recurring engineering (“**NRE**”) efforts/cost to support a defined customer requirement (“**Services**”) will be governed solely by these Conditions of Sale (hereinafter, this “**Agreement**”), unless and to the extent that a separate contract is executed between Company and Honeywell. Company is defined as the procuring party and Company and Honeywell are collectively referred to as the “**Parties**” and individually as a “**Party**.” This Agreement will apply to all Orders for Products and/or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “**Order**” within this Agreement may refer to the contract between the Parties.

**2. Purchase Orders.** Company shall gain access to, maintain access, and use Honeywell’s specified Electronic Data Interface (“**EDI**”) or MyAerospace web portal. Company Orders and Order changes will be transmitted to Honeywell via such EDI or web portal. Company will use Honeywell’s MyAerospace web portal for all Order status and ship date estimate requests. Orders will specify: (a) Order number; (b) Honeywell’s part number including a general description of the Product; (c) requested delivery dates, which will be no shorter than the published or contractual lead time (d) price (prices not listed on [www.aerospace.honeywell.com](http://www.aerospace.honeywell.com) must reference either a valid Honeywell contract or quote number); (e) quantity; (f) location to which the Product is to be shipped; (g) any special routing, packing, labeling, handling or insurance requested by Company, if applicable; (h) location to which invoices will be sent for payment; and (i) 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. Orders placed by Company 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 Company’s sole responsibility to request. Orders are subject to Honeywell’s minimum order requirements, if any, and Honeywell’s acceptance explicitly in writing or upon Honeywell’s delivery of Products. Honeywell reserves the right to limit order quantities for certain Products. For avoidance of doubt, Honeywell’s order acknowledgment will not constitute acceptance. Any Orders provided under this Agreement are for the purpose of identifying the information in (a) through (i), above. 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.

### 3. 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 Company 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 Company, or a type of product different than that ordered by Company, Company may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell’s cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Company is liable for any delays or increased costs incurred by Honeywell caused by Company’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. Company 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 standard published lead times (or published turnaround times in case of Product repair and overhaul) unless the Order states a later delivery date, or the Parties otherwise agree in writing. Honeywell Aerospace lead-times are published on [www.aerospace.honeywell.com](http://www.aerospace.honeywell.com). 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. Company 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 Company, Company will reimburse Honeywell upon receipt of an invoice for those charges.

Title and risk of loss or damage will pass to Company when Honeywell places Product at Company's disposal at Honeywell's facility, with the exception of Products being repaired or overhauled. Company retains title to the Products being repaired or overhauled. 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 Company. 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 Company when Honeywell places the serviceable Products at Company's disposal at Honeywell's facility, and at that same time title to the unserviceable Products transfers from Company 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 published lead-time (or published turnaround time in case of Product repair and overhaul), Company's requested delivery date, or the agreed to delivery date, as applicable, and Honeywell will be in compliance with Company'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 Company 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 Company does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

**4. Acceptance. (a) Products** – Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within 10 (ten) calendar days after delivery. However, Products would be deemed to be accepted even before the expiry of 10 calendar days after delivery if the Company does any act in relation to them which is inconsistent with the ownership of Honeywell. Company must disposition rejected Product in accordance with Honeywell's written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the section titled "Taxes", Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. After goods have been delivered to the Company or its agent or the carrier (whether named by the Company or not) the Company will bear the risk of loss or damage to Products whether in transit or otherwise. If the delivery is delayed due to fault of the Company, the loss or damage to products shall be at the risk of the Company. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

**(b) 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, Company will inspect Services within 10 (ten) calendar days of written notice from Honeywell of completion of Services. Services will be deemed accepted unless Honeywell receives written notice of rejection within such time. If Company finds the Services unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Company will notify Honeywell in writing within the 10 (ten) 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 Company's sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company 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 this Agreement. Company further agrees that partial or beneficial use of the work by Company or end-users, will constitute final acceptance of the work under this Agreement. To the fullest extent permitted by law, Company 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 Company's breach of this Section. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Company indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## 5. Changes.

**A.** A Change Order is a written order signed by Company 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. Company 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 Company if the change causes a price modification or a schedule adjustment. If Company 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 Company chooses not to proceed, Company 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 Company to modify an Order or Agreement based on the Company'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 Company 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. Company will have fifteen (15) business days to accept or reject the Change Order request. If Company fails to respond within fifteen (15) business days, rejects the Change Order request, or Company 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 Company rejects the Change Order request, Honeywell shall not be obligated to perform any additional or altered work and Company accepts all liability associated with such rejection.

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

## 6. Prices

A. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in the British Pounds (GBP) 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 Company.

B. Honeywell reserves the right to monitor Company's Orders during the period between notification of and the effective date of any price increase, if any. If the value of Company'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. Company has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order may be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

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

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

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 GBP 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. Company 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 Company's order number, Honeywell's invoice number and amount paid per invoice. Company agrees to pay a service fee in the amount of \$500.00 or equivalent fee in GBP for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice.

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

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

If Honeywell allows the Company to pay by credit card then it accepts Visa, MasterCard, American Express; provided, however, that the Company's credit card must be charged on the same day that Honeywell invoices the Company. If User 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) user may not split Orders on between multiple credit cards (c). user 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 User (or, where multiple credit cards have been provided, the credit card selected by User) 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, User's credit card (or, where multiple credit cards have been provided, the credit card selected by User 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 User's credit card where User failed to provide a timely notice of termination, and User agrees not to contest such charges with its credit card provider.

If Company is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid: 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 Company may be entitled; c) set off any credit or sum owed by Honeywell to Company against any undisputed amount owed by Company to Honeywell including but not limited to amounts owed under any contract or order between the Parties; d) withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company; e) declare Company's performance in breach and terminate any order; f) repossess Products 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; j) recover all costs of collection including, without limitation, reasonable attorneys' fees; k) if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; l) require Company provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Company's senior finance officer that may include, but not 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.

**8. Set off.** Neither Company 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.

**9. Warranty. (a) Services.** Honeywell warrants that Services will comply with the requirements stated in this Agreement. This warranty is valid for 12 from the date Services are performed and applies to the serviced portion of the Product only. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell in writing of defective Services within the warranty period. If correcting or re-performing the Services is not possible, any claim for loss or damage under this subsection 9 (a) will be subject to the terms set out in the "Limitation of Liability" section of this Agreement. All Services corrected or re-performed are warranted for the remainder of the original warranty period.

**(b) Products.** Honeywell warrants that at time of shipment to Company its Products will comply with applicable Honeywell drawings and for a period of 12 months after shipment the Products will be free from defects in workmanship and material. These warranties run to the Company, its successors, permitted assigns, and customers.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors, 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.

"Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance.

Company must notify Honeywell in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, Company must return the Product to Honeywell's designated facility in accordance with Honeywell written instructions. Honeywell's obligation and Company's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Product Nonconformance. Any repair or replacement delivery shall take place without recognition of any legal obligation and repaired or replaced Products 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. Company 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 Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. If the expenditure required for the purpose of repairing a Product is increased as a result of the Products being brought to a place other than the agreed place of delivery, Company shall bear such increased costs. If Honeywell reasonably determines that a Nonconformance does not exist, then Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: **(1)** maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; **(2)** alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; **(3)** accident, contamination, corrosion, foreign object damage, abuse, neglect, or negligence after shipment to Company; **(4)** damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; or **(5)** use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Products. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims.

If a Product repair or replacement is not possible, any claim for loss or damage claimed to arise from Nonconformance, will be subject to the terms set out in the "Limitation of Liability" section of this Agreement. Further, Honeywell will be authorised to cease shipping Products for which a Nonconformance has been identified. The obligation of repair or replacement under this warranty does not include installing or configuring any replaced Products, unless Honeywell has provided installation or configuration of these Products as part of the Services, and excludes related costs.

(c) The Company is responsible for (i) precisely evaluating its own requirements and assessing the suitability of the Products and Services it orders from the Honeywell with its requirements, and (ii) the consequences resulting from the integration or interaction of the Products with other products used by Company. When Company signs a Purchase Agreement or Order, Company acknowledges that (i) it has received from the Honeywell all the necessary information enabling it to assess whether the Products and Services supplied by Honeywell meet its requirements, and that (ii) it is aware of the pre-conditions it must fulfill to be able to benefit from such Products and Services and ensure that they work properly.

(d) **Disclaimer.** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (OTHER THAN TERMS IMPLIED BY SECTION 12 SALE OF GOODS ACT 1979) WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE TERMS AS TO SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE IMPLIED BY THE SALE OF GOODS ACT 1979. IF A COURT OF COMPETENT JURISDICTION HOLDS THE LIMITATIONS SET OUT IN THIS SECTION 9 TO BE UNENFORCEABLE, THE PROVISIONS OF SECTION 14 (LIMITATION OF LIABILITY) WILL APPLY TO ANY CLAIM FOR LOSS OR DAMAGE.

## 10. 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 the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing Party and includes, without limitation: **(a)** delays or refusals to grant an export license or the suspension or revocation thereof, **(b)** any other acts of any government that would limit a Party's ability to perform under this Agreement, **(c)** fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, **(d)** pandemics, epidemics, quarantines, or regional medical crises, **(e)** The presence of Hazardous Substances of Mold, **(f)** shortages or inability to obtain materials, equipment, energy, or components, **(g)** labor strikes or lockouts, **(h)** Riots, strife, insurrection, civil disobedience, landowner

disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (i) inability or refusal by Company's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement, or (j) any other cause beyond the non-performing Party's reasonable control.

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

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

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

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Section 22 (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 Company that it is cancelling any affected outstanding Company Orders or affected portion thereof.

**B. COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform 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.

**11. Termination.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Company upon the occurrence of any of the following events: (a) Company fails to perform or breaches any of its obligations and covenants under this Agreement, 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) Company fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Company or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Company's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Company 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) Company 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) Company engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Products. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a Party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Company's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**12. Disputes.** Any dispute, claim, controversy, action, cause of action, arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the London Court of International Arbitration. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be London, England. The law of this arbitration clause will be in accordance with the applicable law set forth in this Agreement.

The language of the arbitration will be English. Any award will be payable in the currency of this Agreement.

Either Party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrators' determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled, or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this Article will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

**13. Applicable Law.** This Agreement will be governed by the laws of England and Wales, without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980 and any successor law to either is specifically excluded. English courts will have exclusive jurisdiction to adjudicate any dispute arising out of or related to any transaction / order covered by this Agreement. Company 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.

#### **14. Limitation of Liability.**

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

**15. Nondisclosure and Non-Use of Information.** "Proprietary Information" means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret

Proprietary Information also includes information disclosed orally or visually if the disclosing Party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving Party within 30 calendar days after disclosure. For 30 calendar days from disclosure, oral or visual information identified before disclosure as Proprietary Information will be provided the same protections as provided Proprietary Information under this Agreement.

The receiving Party will not use or disclose Proprietary Information except as permitted in these Conditions of Sale for 10 years from the date of disclosure under these Conditions of Sale.

Each Party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither Party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving Party notifies the original disclosing Party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

The receiving Party has no duty to protect information that is: (1) developed by receiving Party independently of the disclosing Party's Proprietary Information; (2) obtained without restrictions by the receiving Party from a third party who had the legal right to make the disclosure; (3) publicly available other than through the breach of this Agreement by the receiving Party; or, (4) known to the receiving Party at the time of disclosure without an existing duty to protect the information.

The receiving Party may disclose Proprietary Information only to its employees and contract employees (collectively “employees”) having a need-to-know with respect to the intent of these Conditions of Sale. Each Party must ensure that its employees are aware of, are subject to and comply with the terms of these Conditions of Sale. The receiving Party may disclose the disclosing Party’s Proprietary Information to a third party with respect to the intent of these Conditions of Sale if: (1) the disclosing Party authorizes it in writing; (2) the receiving Party under these Conditions of Sale requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving Party under these Conditions of Sale; and (3) the receiving Party provides an executed copy of the proprietary information agreement to the disclosing Party upon request of the disclosing Party.

The receiving Party may use the Proprietary Information strictly in the normal operation of Honeywell’s Products and/or Services (the “Purpose”) and not use Proprietary Information for any other purpose whatsoever. The receiving Party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing Party, the receiving Party is not permitted to use or disclose the disclosing Party’s Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing Party’s products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing Party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or product of the disclosing Party or any part thereof; (C) perform any services, including services relating to the products or equipment of the disclosing Party; or (D) deliver under a contract or make subject to a “rights in data” clause or equivalent clause.

Nothing in these Conditions of Sale grants or confers any rights on the part of any Party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery. The receiving Party will promptly notify the disclosing Party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing Party’s Proprietary Information. If the disclosing Party requests, the receiving Party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within 180 calendar days after the termination of these Conditions of Sale and upon written request of the disclosing Party, the receiving Party will return to the disclosing Party all of the disclosing Party’s Proprietary Information and all copies. If not returned, the receiving Party will destroy and provide a written confirmation of destruction to the disclosing Party, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

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

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

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

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

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

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (1) procure for Company the right to continue using the Product; or (2) replace or modify the Product so that it becomes non-infringing; or (3) accept return of the Product or terminate Company’s license to use the infringing Product in the case of a software Product and grant Company



a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

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

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

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

**17. Software License.** "Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Company is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the Parties. License. Subject to Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company 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) retains all title to the intellectual property related to all material and software provided under this Agreement. Company may transfer its license to use the Licensed Software to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell's prior express written consent. Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made. Company 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. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.

Notwithstanding the warranties provided elsewhere herein, Company acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Company's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Company, 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 90 calendar 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 Company.

**18. Special Tooling and Data.** Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification. "Input Data" means data and other information that Company or persons acting on Company's behalf input, upload, transfer or make accessible in relation to, or which is collected from Company or third party devices or equipment by, the Product and/or Service. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company.

**19. Export.** Company is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Company must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and

technical data purchased, delivered, licensed or received from Honeywell. Company will retain documentation evidencing compliance with those laws and regulations. Honeywell will not be liable to Company for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including: (a) the failure to provide or the cancellation of export or re-export licenses; (b) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or (c) delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

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

**20. Taxes.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Company will pay all Taxes resulting from the Agreement or Honeywell's performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless, at the time of Order placement, Company furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell would have received had no Taxes been required to be withheld, (ii) Company 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) Company 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 Company.

**21. Notices.** Every notice between the Parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: (a) two (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.

**22. Economic Surcharges.** Honeywell may, from time to time and in its sole discretion, issue surcharges on this Order in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Order is to be delivered upon within four (4) weeks after the Order has become binding.

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

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

**23. Sanctions.** Company represents, warrants, agrees that Company is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this transaction and/or Agreement, Company 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”). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company 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. Company will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Company’s failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

**24. Bank Guarantees.** Prior to performance of the work, Company will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of this Agreement (“BG”). The BG shall be provided by an approved internationally recognized financial institution nominated by Company 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 the Agreement 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.

**25. Minimum Order Quantities (MOQ).** Depending on Company’s local region and the Products being purchased, Honeywell may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Honeywell may also charge processing fees for orders placed manually and not through its ecommerce website.

**26. First Right of Refusal.** For any Honeywell Equipment on Company’s Aircraft which is removed from service due to excess, retirement, or dismantlement, Company shall grant Honeywell the right of first refusal to provide a qualifying offer to purchase some or all the removed Honeywell Equipment from the Aircraft. Company shall provide all required information regarding the Honeywell Equipment being removed, including, but not limited to, part numbers, serial numbers, life limited part status, and time since last repair, for Honeywell to construct an offer. Honeywell will provide an offer no later than three (3) Days from receipt of Company information. Should the Company decline Honeywell’s initial offer, Company will provide Honeywell the last right of refusal for Honeywell to provide an adjusted offer. Upon request, Company agrees to work in good faith to provide details within the legally and contractually allowed limits of any competitive offers for Honeywell’s consideration in development of any adjusted offer.

**27. Company 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 Company-designated supplier, for Company’s failure to timely provide information required for the work, or any other delay caused by, or within the control of, Company. If Company-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 Company is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Company Orders or affected portion thereof.

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

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

**30. General Provisions. (a) Assignment.** Company will not assign any rights or obligations under this Agreement without the advance written consent of Honeywell (which consent will not be unreasonably withheld or delayed). Honeywell will not unreasonably refuse to enter into a novation agreement or a similar legal instrument by which some or all obligations under this Agreement will be transferred to a person or entity

of Company's choice in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. **(b) Commercial Use.** Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell. **(c) Data Privacy.** Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party's obligations under this Conditions of Sale ("Staff"). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Conditions of Sale. **(d) Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. **(e) Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. **(f) Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. **(g) Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. **(h) Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of this Agreement, or any associated orders, will remain in force. **(j) Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. **(k) Business Processing.** Honeywell's standard business processing terms apply and can be found at <https://aerospace.honeywell.com/us/en/secure/downloads/terms-and-conditions>, go to "Terms & Conditions/Conditions of Sale General Terms" ("General Terms"). In the event of conflict between this Agreement and the General Terms, this Agreement will take precedence.

**31. Contracts (Rights of Third Parties) Act 1999** A third party which is not a Party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

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