



HONEYWELL INTERNATIONAL INC. CONDITIONS OF SALE

GENERAL TERMS

1. CONTACT INFORMATION

The utilization of the Honeywell's website www.aerospace.honeywell.com should be the first and most efficient avenue to make contact. At this website telephone numbers and email addresses can be found. If Buyer is unable to determine which location to contact, please call the number below for assistance:

| | |
|-----------------------|--------------------|
| North America | + 1 (800) 601-3099 |
| Outside North America | +1 (602) 365-3099 |

2. QUOTATIONS

Published Product. Upon request, Honeywell will provide price and delivery quotations for Honeywell's Product not listed on Honeywell's website www.aerospace.honeywell.com.

Non-published Product. Quotations for non-published Product will remain in effect for 90 calendar days or until a separate stated expiration of the price, whichever occurs first. The quoted price and delivery date for Non-published Product is limited to availability of unverified stock. Any request for quantities of Non-published Product greater than available stock is subject to a minimum order quantity and/or price adjustment and may involve extended lead times.

3. ORDER FORMAT

All Orders must be submitted via the Honeywell Web Portal or through an established Electronic Data Interface ("EDI"), unless Honeywell agrees to accept a Portable Document Format ("PDF") or a Microsoft Excel ("XLSX") version of an Order. All Orders submitted as a PDF must be in a native PDF format with accessible text (not a scanned image).

4. MINIMUM ORDER QUANTITY

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.

5. MAXIMUM ORDER AMOUNT

Honeywell reserves the right to limit Order quantities for certain Product.

6. PRICING

Honeywell reserves the right to supply alternate or superseding Products in all cases where design changes, parts availability or Product improvement necessitates such substitution. Prices may vary on superseding part numbers.

In the event the Buyer receives airline net pricing from Honeywell, such purchases of Product at airline net pricing are for the exclusive use of Buyer and Buyer agrees said Products will not be (i) used in the overhaul or service of third party equipment, or (ii) sold, traded or otherwise transferred by Buyer to a third party without Honeywell's prior written consent. Buyer hereby agrees to produce documents and allow for audits as reasonably required to ensure adherence to this section. Should violations to this section be found, Buyer agrees to pay liquidated damages for the unauthorized use, sale, transfer, or trade of Product in the aggregate amount of the difference between the price Buyer paid and Honeywell's then-current price for such Product.

In the event the Buyer receives an award from the United States Government ("USG") as a small business set aside and Honeywell has agreed to provide the Products at a discount from Honeywell's then-current list price, the Buyer may resale the Products directly to the USG in support of the small business set aside award. Buyer hereby agrees to produce documents and allow for audits as reasonably required to ensure adherence to this section. Should violations to this section be found, Buyer agrees to pay liquidated damages for the unauthorized use, sale, transfer, or trade of Product in the aggregate amount of the difference between the discounted price Buyer paid and Honeywell's then-current list price for such Product.

7. ORDER CANCELLATION

Honeywell may cancel Orders at any time prior to shipment. Cancellation of an Order by the Buyer for any reason [after acceptance] is not permitted and is expressly rejected, except where (1) Honeywell provides prior written approval and (2) Buyer provides written agreement to cover all cancellation fees and costs associated with the cancellation, including without limitation, Honeywell's shipping, handling, restocking fees and any third-party expenses. Cancellation fees for special or custom order parts (including without limitation, make to order parts), services, software, or a project, or a portion thereof, will be at the full amount owed under the Order. All other cancelled Orders are subject to a minimum cancellation fee of fifteen percent (15%) of the amount owed under the Order. If the cancellation fees and costs are not accepted by Buyer, Honeywell will ship the Order and invoice the Buyer for the full amount owed under the Order.

8. PUBLISHED AVAILABILITY DATES

In circumstances when Products are not available from stock, Honeywell may offer alternate delivery dates, not to exceed published lead-time commitments (if any). In such cases, Honeywell will advise Buyer of the new request date in the Order acknowledgement. Published lead-times are based on the most current, available information, and unexpected demand may affect Honeywell's ability to meet these lead times.

Unusually large Order quantities will be filled from available material; the balance of the requested delivery quantities and delivery dates may change based on material availability.

This policy is not applicable to AOG Orders.

9. RETURNED MATERIAL AUTHORIZATION (RMA)

Buyer must obtain approval prior to return any Product. Product returned without an approved RMA form will not be accepted and the Product will be returned at Buyer's expense. For approved RMAs, Honeywell must receive the Product within 30 days of the RMA issue date. Honeywell reserves the right to return the Product received beyond the 30-day window at Buyer's expense.

10. ERROR IN SHIPMENT

Written notification of any short shipments or receipt of incorrect material against an order must be received by Honeywell within 20 calendar days after receipt of the shipment.

11. CREDIT HOLDS / LIMITS

If Buyer has exceeded its credit limit and partial payment is received, Honeywell reserves the right to release Order shipments on a Product availability aged order basis.

If Buyer's credit terms are Payment Prior to Shipment (PPS) and payment is not received within 30 calendar days after Order placement, Honeywell reserves the right to cancel Order. Honeywell will consider the invoice correct and payable in accordance with its terms unless Buyer notifies Honeywell within 14 calendar days of any suspected disputes or errors.

All other payment terms are as stated in the Conditions of Sale.

12. REQUESTS FOR CREDIT

All credit limit arrangements are made through Honeywell Aerospace Credit & Collection (ACC).

Credit Applications

Buyer should submit its application for credit to ACC via email to the following: GCTSMirrorAccts@Honeywell.com or to the appropriate Honeywell site. Application forms are available upon request from the address below or via email to GCTSMirrorAccts@Honeywell.com. When applying for credit, kindly identify the Honeywell business unit with which you wish to do business.

Aerospace Credit & Collection address:

Honeywell International Inc.
Aerospace Credit & Collection
1140 West Warner Rd. 1233-M Tempe, AZ
85284

Requests for credit must include:

1. 3 active trade references;
2. Bank references;
3. Prior 2-years of audited financial statements;
4. Accounts Payable contact email address, telephone number and fax number; and
5. Name and location of the Honeywell unit with whom you already do business.

Other requirements are detailed in credit application forms.

13. 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 Buyer through a revised or separate invoice, and Buyer 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.

14. SANCTIONS COMPLIANCE

Buyer 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. Buyer 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”). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
- iii. Buyer 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. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.
- iv. Buyer’s failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

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

16. PAYMENT

Unless Buyer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Buyer 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 Buyer in writing.

Honeywell will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Honeywell may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, 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 Buyer 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. Buyer 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 Buyer's order number, Honeywell's invoice number and amount paid per invoice. Buyer 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 Buyer 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 Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer 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. Buyer 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 Buyer to pay by credit card and accepts Visa, MasterCard, American Express, Discover; provided, however, that the Buyer's credit card must be charged on the same day that Honeywell invoices the Buyer. 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 Buyer 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 Buyer may be entitled;
- C. set off any credit or sum owed by Honeywell to Buyer against any undisputed amount owed by Buyer 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 Buyer;
- E. declare Buyer's performance in breach and terminate any order;
- F. repossess products, reports, technical information or any other items delivered pursuant to this Agreement 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 Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- L. require Buyer provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Buyer'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.