

# **LIFE-X** **EMERGENCY LIGHT**

**Price list 01.01.2023**



# EL Price List 2023 BNL V1.0 (effective 2 January 2023)



Commercial Part Number	Description	List Price 2023	UOM	Product Category
138002	ImPerLED Combi ST LED 230V w/pict 138h	156,40 €	1	Luminaire 138 5Y
138002.10	ImPerLED Combi ST LED 230V w/pict 10Y 138h	194,20 €	1	Luminaire 138 10Y
138003	Ova-OmniLED PRO Rd Sf ER/AP NM ST 138h	107,60 €	1	Luminaire 138 5Y
138003.10	Ova-OmniLED PRO Rnd Surface ER/AP NM ST LED 230V 10	147,80 €	1	Luminaire 138 10Y
138004	Cube M ST LED 50m 230V 138h	370,40 €	1	Luminaire 138 5Y
138004.10	Cube M ST LED 50m 230V 10Y 138h	471,20 €	1	Luminaire 138 10Y
138005	SeqLED E NM ST LED 230V 138h	183,30 €	1	Luminaire 138 5Y
138005.10	SeqLED E NM ST LED 230V 10Y 138h	220,00 €	1	Luminaire 138 10Y
138006	OVA-OMNILED SQUARE ER/AP NM ST LED 230V	113,80 €	1	Luminaire 138 5Y
138006.10	Ova-OmniLED Square ER/AP NM ST LED 230V 10Y 138	151,60 €	1	Luminaire 138 10Y
138007	OVA-OMNILED R SPOT ER/AP NM ST LED 230V	115,00 €	1	Luminaire 138 5Y
138007.10	Ova-OmniLED R S ER/AP NM ST LED 230V 10Y 138	143,00 €	1	Luminaire 138 10Y
138008	MultiLED Combi ST LED 230V w/pict 138h	109,60 €	1	Luminaire 138 5Y
138008.10	MultiLED Combi ST LED 230V w/pict 10Y 138h	153,90 €	1	Luminaire 138 10Y
138009	MaxLED M ST LED 26m 230V 138h	165,00 €	1	Luminaire 138 5Y
138009.10	MaxLED M ST LED 26m 230V 10Y 138h	228,50 €	1	Luminaire 138 10Y
138010	MultiLED PRO Combi ST w/pict138h	124,10 €	1	Luminaire 138 5Y
138010.10	MultiLED PRO Combi ST LED 230V w/pict 10Y 138h	159,00 €	1	Luminaire 138 10Y
138011	ExitLED PRO M ST LED 230V w/pict 138h	182,70 €	1	Luminaire 138 5Y
138011.10	ExitLED PRO M ST LED 230V w/pict 10Y 138h	232,10 €	1	Luminaire 138 10Y
138057	UniLED Combi ST LED 230V w/pict 138h	126,00 €	1	Luminaire 138 5Y
138057.10	UniLED Combi ST LED 230V w/Pict 10Y 138h	149,00 €	1	Luminaire 138 10Y
138073	AeriLED AP NM ST LED 230V 138h	104,20 €	1	Luminaire 138 5Y
138073.10	AeriLED AP NM ST LED 230V 10Y 138h	149,60 €	1	Luminaire 138 10Y
138080.1	EXILED 25m Pictogram Set 2D2U-RL-B	22,30 €	1	Accessoires
138080.2	EXILED 25m HC Pictogram Set 2D2U-RL-B	22,30 €	1	Accessoires
138080.3	EXILED 25m Pictogram Set RU-LU-RD-LD	22,30 €	1	Accessoires
138087	ExiLED M ST LED 25m 230V 138h	153,60 €	1	Luminaire 138 5Y
138087.10	ExiLED M ST LED 25m 230V 10Y 138h	204,20 €	1	Luminaire 138 10Y
138091	Wireless Network Master ETH/WiFi T2	213,60 €	1	TELA2 Accessoires
138091.12	PC WIRELESS T2	1 649,50 €	1	TELA2 Accessoires
138091.17	Plug-in module Wireless Exi-/MaxLED T2	119,90 €	1	TELA2 Accessoires
138091.18	Wireless I/O Unit T2	181,10 €	1	TELA2 Accessoires
138091.2	Plug-in module Wireless T2	87,20 €	1	TELA2 Accessoires
138091.4	Wireless Network Extender T2	113,20 €	1	TELA2 Accessoires
138091.5	Wireless Signal Strength Tester RSSI T2	142,10 €	1	TELA2 Accessoires
138092	Wireless Network Master USB T2	108,20 €	1	TELA2 Accessoires
138126	ExiLED M ST LED 40m 230V 138h	181,20 €	1	Luminaire 138 5Y
138126.10	ExiLED M ST LED 40m 230V 10Y 138h	237,70 €	1	Luminaire 138 10Y
138172	AgoraLED NM LED IP42 230V 2X6W 138h	384,90 €	1	Luminaire 138 5Y
138173	AgoraLED NM LED IP65 230V 2X6W 138h	456,30 €	1	Luminaire 138 5Y
138177	Ova-OmniLED PRO Rd R ER/AP NM ST 138h	108,30 €	1	Luminaire 138 5Y
138177.10	Ova-OmniLED PRO Round R ER/AP NM ST LED 230V 10Y 1:	153,00 €	1	Luminaire 138 10Y
138189	MultiLED Pendant 1m	27,60 €	1	Accessoires
138254	MaxLED M ST LED 47m 230V 138h	232,20 €	1	Luminaire 138 5Y
138254.10	MaxLED M ST LED 47m 230V 10Y 138h	295,30 €	1	Luminaire 138 10Y
138255	MaxLED M ST LED 65m 230V 138h	294,10 €	1	Luminaire 138 5Y
138255.10	MaxLED M ST LED 65m 230V 10Y 138h	374,10 €	1	Luminaire 138 10Y
138263.1	MAXLED 26m Pictogram Set 2D2U-RL-B	23,50 €	1	Accessoires
138264.1	MAXLED 47m Pictogram Set 2D2U-RL-B	45,90 €	1	Accessoires
138265.1	MAXLED 65m Pictogram Set 2D2U-RL-B	78,10 €	1	Accessoires
138406	ImPerLED Combi E ST LED 230V w/pict 138h	254,70 €	1	Luminaire 138 5Y
138406.10	ImPerLED Combi E ST LED 230V w/pict 10Y 138h	305,70 €	1	Luminaire 138 10Y

138410	SeqLED ER NM ST LED 230V 138h	143,40 €	1	Luminaire 138 5Y
138410.10	SeqLED ER NM ST LED 230V 10Y 138h	182,40 €	1	Luminaire 138 10Y
138560.10	FloodLED NM ST LED 230V 138h	265,00 €	1	Luminaire 138 10Y
21630-L7	Unilux assembled bracket, self test	4,10 €	1	Accessoires
239089	Head Lamp 350	152,60 €	1	Luminaire 138 5Y
244011	Batteri lead 6V 4,5Ah	12,30 €	1	Accessoires
290057.11	UniLED Two sided suspended pictogram kit	27,80 €	1	Accessoires
290057.STR	UniLED Ledstrip	20,50 €	1	Accessoires
290087.1	EMERGENCY LIGHTING EXILED FLSH MNT KIT	51,60 €	1	Accessoires
29008X.STR	ExiLED 22m & 25m Ledstrip	15,70 €	1	Accessoires
290091.13	UniLED pictogram one-sided RLDU	22,60 €	1	Accessoires
290091.14	UniLED pictogram w/fire hose	9,50 €	1	Accessoires
290091.15	UniLED pict kit onesided R-D/L-D,R-U/L-U	22,60 €	1	Accessoires
290091.16	UniLED pictogr. HC one-sided	22,60 €	1	Accessoires
290091.3	Plug-in modul DALI	40,10 €	1	Accessoires
290099	EMERGENCY LIGHTING Plug-in Dry C/TACT	27,40 €	1	Accessoires
2900XX.STR	5 LUX LENS FOR OVA-OMNILED	19,30 €	1	Accessoires
290180	EMERGENCY LIGHTING BATT 3,6V/1,2Ah NiMH	19,30 €	1	Accessoires
290186	EMERGENCY LIGHTING Exi/MaxLED WALL BRKT	13,20 €	1	Accessoires
290187	EMERGENCY LIGHTING ExiLED Flag BRKT	74,00 €	1	Accessoires
290189	EMERGENCY LIGHTING Exi/MaxLED 1m CHAIN	68,10 €	1	Accessoires
290191	EMERGENCY LIGHTING Exi/MaxLED Wirekit 2m	72,80 €	1	Accessoires
290193	EMERGENCY LIGHTING ExiLED 34 PROT GRID	65,30 €	1	Accessoires
290201.1	UniLED double cover w. pictogramRLD	32,80 €	1	Accessoires
290295	EMERGENCY LIGHTING MaxLED 26m Flag BRKT	62,80 €	1	Accessoires
290298	EMERGENCY LIGHTING MaxLED 47m PROT GRID	66,70 €	1	Accessoires
290299	EMERGENCY LIGHTING MaxLED 26m PROT GRID	63,90 €	1	Accessoires
290300	EMERGENCY LIGHTING MaxLED 65m PROT GRID	72,80 €	1	Accessoires
290312	UniLED HC pict double	11,20 €	1	Accessoires
290317	UniLED pict kit 2-s RD/LD RU/LU	7,50 €	1	Accessoires
290405.11	ImperLED Two sided suspended pictogram k	33,40 €	1	Accessoires
290405.12	IMPERLED-UNILED-PROLED RECESSED KIT	16,20 €	1	Accessoires
290415	Battery 3,6V/2,0Ah NiMH	29,50 €	1	Accessoires
290416	Imper/Uni/ProLED ceiling/flagbracket	54,20 €	1	Accessoires
290420	Imper/Uni/ProLED pendant 1,75m	76,30 €	1	Accessoires
290470	Magnetic test card for ImperLED	18,70 €	1	Accessoires
290471	UniLED / ImperLED Wall Bracket	31,60 €	1	Accessoires
290480	Circuit designation sticker VPE 30	26,10 €	1	Accessoires
290BAT.10	4,8V 1,2Ah NiMHbatt+ad 8h Ova-Omni R	34,30 €	1	Accessoires
290BAT.11	3,6V 2Ah NiMH batt+ad 8h ImperLED	39,60 €	1	Accessoires
290BAT.12	4,8V 2Ah LTO batt + ad 8h ImperLED E	93,40 €	1	Accessoires
290BAT.4	Li4Ti5O12 BATTERY 4,8V 2AH	86,20 €	1	Accessoires
290BAT.5	Li4Ti5O12 battery 4,8V 1Ah	66,80 €	1	Accessoires
290BAT.6	4,8V 2Ah stick NiMH battery	30,50 €	1	Accessoires
290BAT.7	4,8V 1,7Ah NiMH battery	28,40 €	1	Accessoires
290BAT.8	3,6V 1,7Ah NiMH battery	25,30 €	1	Accessoires
290BAT.9	4,8V 1,2Ah NiMHbatt+ad 8h for UniLED	29,60 €	1	Accessoires
2925024	EMERGENCY LIGHTING BATT 4,8V/1,2Ah NiMH	16,20 €	1	Accessoires
298100.1	MultiLED flag bracket	13,00 €	1	Accessoires
298100.2	AgoraLED protection grid	68,60 €	1	Accessoires
298100.3	MultiLED protection grid	63,70 €	1	Accessoires
298100.4	MultiLED Recessed Kit 22m	53,10 €	1	Accessoires
298100.5	MultiLED Recessed Kit 30m	61,30 €	1	Accessoires
298100.6	MultiLED Wire pendant 2m	56,20 €	1	Accessoires
298100.7	MultiLED Set of 6pcs pictograms(2xD/2xU/	24,00 €	1	Accessoires
298100.8	MultiLED Escape Route Lens	18,70 €	1	Accessoires
298101	Renovation kit for MultiLED/MultiLED Pro	23,00 €	1	Accessoires
298102	Renovation kit - Omi-OvaLED R S Spot	23,00 €	1	Accessoires
298102.1	Renovation kit - Omi-OvaLED R S Spot Pro	23,00 €	1	Accessoires

298103	5 lux lens for Omni-OvaLED Pro	7,40 €	1	Accessoires
298105	Recessed Base for MultiLED -MultiLED pro	26,20 €	1	Accessoires
299012	Imper/Uni/ProLED Wire Guard 440x180x100	61,70 €	1	Accessoires
2992020	UNILED PICTO ARROW 2XU, 2XD, RL	9,80 €	1	Accessoires

## **TERMS & CONDITIONS OF SALE**

These Honeywell terms and conditions of sale ("**Terms and Conditions**") are effective May 5, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**") by Honeywell International Inc.'s Fire Systems, Security Systems and Building Management Systems business units and its affiliates that operate in the country in which the selling Honeywell entity is registered (collectively, "**Honeywell**", "**we**", "**us**", or "**our**"). References to "**Buyer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**1. ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for Honeywell Products are non-cancelable except as expressly set forth herein and will be governed by the terms of the Agreement. Every Order must include:

- a. Order number;
- b. Buyer's legal name and address;
- c. Addresses for shipping and invoicing, if different;
- d. List of Products and quantities for each different type of Product;
- e. Price per Product (in the relevant currency); and
- f. Buyer's approved payment terms.

All Orders are subject to acceptance or rejection by Honeywell. Honeywell's acknowledgment of receipt of an order shall not constitute acceptance of such order, and an Order is deemed to be accepted upon the earlier of (i) Honeywell's written acceptance or (ii) shipment of the Products specified in the Order.

Honeywell's sale of Products is expressly limited to the terms herein, save any changes that the parties explicitly agree to in any separate written agreement signed by the parties' authorized representatives. Any conflicting, additional, and/or different terms or conditions on Buyer's Order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Honeywell. Honeywell's acceptance of Buyer's Order is expressly conditioned upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from Honeywell constitutes Buyer's acceptance of these terms and conditions in their entirety. A valid Order number is required before processing; any Order received without one will be returned to the Buyer. Orders received prior to 4:00 PM ET will be processed the same day.

**2. SOFTWARE PRODUCTS.** All software Products delivered by Honeywell to Buyer, including, without limitation, SaaS and PaaS licenses or Products that have embedded software (collectively, "**Software**") are not sold and are subject to separate software license terms provided by Honeywell with such Software. In no event shall Buyer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase and this Agreement, the relevant license terms shall control solely with respect to Software.

**3. PRICING.**

a. 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.

b. Honeywell reserves the right to monitor Buyer's Orders during the period between notification of and the effective date of any price increase, if any. If the volume of Buyer's Product Orders during that time period is two percent (2%) higher or lower than forecasted or historic purchases over the prior twelve (12) months, Honeywell reserves the

right to charge the increased price on the excess Products, or, in the case of fewer purchases, to charge the increased price on the entire Order. For Orders placed but not yet delivered, including Orders on backlogged or with long lead-times of twelve (12) months or longer, prices are subject to adjustment in Honeywell's sole discretion once during each sixty (60) day period following the Order date until such Order is delivered in full.

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. Buyer has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order will be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

#### **4. SURCHARGES.**

a. Honeywell may, from time to time and in its sole discretion, issue surcharges on Orders 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.

b. 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.

c. 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.

**5. ORDER MODIFICATIONS.** Buyer may request add-ons or changes to quantities in an Order within 24 hours of Order placement (or later in Honeywell's sole discretion), provided that the Order is open and not in a shipping status or closed, and subject in full to (i) Honeywell's right to accept or reject such request in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Honeywell in its sole discretion.

**6. MINIMUM ORDER QUANTITIES & MANUAL ORDER RESTRICTIONS.** Depending on Buyer's local region and the Products being purchased, Honeywell may impose a minimum order value and processing fees for orders below that threshold. Honeywell may also charge processing fees for orders placed manually and not through its ecommerce website.

#### **7. DELIVERY/SHIPPING TERMS.**

a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 27 below), and the estimated delivery date shall be extended accordingly. Honeywell will not be liable to Buyer 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. Buyer is, however, liable for any delays or increased costs incurred by Honeywell caused by Buyer's acts or omissions. This includes, but is not limited to, Buyer being billed for any 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 EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("**Honeywell Dock**") for all shipments (except that Honeywell is responsible for obtaining any export license). For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Buyer will be invoiced for all shipping, handling, customs, insurance, and similar charges incurred by Honeywell in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Honeywell reserves the right to ship Products to Buyer freight collect.

**c. Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. 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 ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. You may Opt-Out of this Early Delivery. Send your formal written Opt-Out request to the attention of the relevant Honeywell Customer Service Manager.

**d. Risk of Loss.** Risk of loss or damage to the Products (excluding software and services) passes to Buyer when Honeywell places the Products at Buyer's disposal at the Honeywell Dock ("**Delivery**"). Title to goods passes to Buyer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's Order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

**8. CUSTOM ORDERS.** Special or custom Orders ("**Custom Orders**") for products not listed in Honeywell's standard price list are non-cancelable. In the event of a cancellation of all or part of certain Orders, Buyer will be responsible for the full order. It will be shipped and billed accordingly. Custom Orders may also be subject to different minimum order quantities.

**9. PRODUCT CHANGES & DISCONTINUANCE.** Manufacturer has a policy of product improvement and reserves the right to change or discontinue any Product at any time. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Buyer. Where products have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges.

**10. CANCELLATIONS.** All custom, special, or made-to-order Orders, Orders for third-party products, and Orders placed after notice of product discontinuance are non-cancelable and nonreturnable. In no event may an Order be cancelled where the order is in a shipping status, closed, or where the raw materials for Products have been committed to at the factory or with a vendor. Honeywell may cancel Orders at any time prior to shipment.

## **11. PAYMENT.**

**a. Invoices.** Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. To the extent Buyer has been approved for credit terms, Honeywell will invoice Buyer for Products sold to Buyer upon shipment, with partial shipments being invoiced as they are shipped. If Buyer is purchasing Software Products, Honeywell will invoice Buyer according to the terms of the relevant software agreement with Honeywell.

**b. Payment.** Subject to Section 11(a) or any separate, written agreement Buyer may have with Honeywell, payment is due thirty (30) calendar days from date of any invoice and must be made in U.S. currency, unless agreed otherwise in writing signed by the parties' authorized representatives. Payments must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice ("**Remittance Information**"). Honeywell reserves the right to (i) invoice Buyer a service fee in the amount of \$500 for each occurrence for its failure to include the Remittance Information, and (ii) apply any payment made by Buyer without Remittance Information against any Buyer invoice(s) outstanding in its sole discretion.

**c. Payment Disputes.** Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following

the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.

**d. Remedies for Nonpayment.** If Buyer is delinquent in its payment obligation to Honeywell, Honeywell may refuse to take any additional Orders from Buyer and/or withhold performance until all delinquent amounts and late charges are paid. Honeywell may also, at its option: (a) repossess Products for which payment has not been made; (b) impose a late charge on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees; (d) withhold any amounts payable to Buyer (including any applicable rebate payments); and (e) combine any of the above rights and remedies as may be permitted by applicable law. In the event an invoice (i) is not disputed in a timely and good faith, and (ii) has not been timely paid by Buyer in accordance with this Section, the purchases to which such invoice relates shall be deemed disqualified from any benefits under any program that Honeywell may make available from time to time (including, without limitation, co-op funds, rebates, and other growth-based incentives). These remedies are in addition to all other remedies available at law or in equity. This Section will survive expiration or any termination of the Agreement.

**e. Modification of Credit Terms.** Honeywell may reevaluate Buyer's credit standing at all times. If payment is not made timely or Honeywell reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Honeywell may without notice to Buyer suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits.

**f. Assignment of Receivables.** Honeywell may assign its rights relating to payment for sales made under this Agreement without Buyer's consent and notwithstanding any confidentiality obligations and 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 Buyer confidential information to any third party without Buyer's consent.

**g. Credit Card Payments.** Credit Card payments will only be accepted on orders placed online. Online orders may not be modified once submitted. In the event there is credit due back to you in connection with any order paid by credit card, the credit will be posted to your account only. No credit will be issued back to the credit card. Pre-payment or prompt payment discounts are not applied to orders paid by credit card. Credit card payments will be accepted when applied to the entire amount due on an order; partial payment of orders by credit card will not be processed. Payments by credit card have at least a seven (7) day authorization period, meaning that after order is cancelled, the payment will remain pending on the credit card account for the authorization period. Contact your credit card provider for details of your authorization period. If your credit card has to be reauthorized for any reason after an order is submitted, you will be charged additional fees. Only United States credit cards are accepted.

**12. SET OFF.** Neither Buyer 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.

**13. TAXES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), 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**"). Buyer 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 Buyer for such Taxes unless, at the time of Order placement, Buyer 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) Buyer 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) Buyer 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 Buyer. This Section will survive expiration or termination of the Agreement.

**14. LIMITED WARRANTY.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION 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 PRODUCTS. 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

**a. Product Warranty Terms.** Subject to compliance this Section 14, Honeywell warrants that the Products (excluding Software) will be free from defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate Agreement between Honeywell and Buyer (the "**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Buyer's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.

**b. Services Warranty.** Services shall be performed in a professional and workmanlike manner warranted for ninety (90) days from the date services are performed (the "**Service Warranty Period**"). Honeywell's obligation and Buyer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Buyer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.

**c. Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT OR SERVICE THAT IS:

- i. Software;
- ii. altered or repaired by anyone other than Honeywell's authorized employees or agents;
- iii. installed, used, serviced, or maintained in a manner that fails to conform with Honeywell Product documentation or training;
- iv. lost or damaged, tampered with, or destroyed due to (I) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (II) an act of God (including, without limitation, lightning or related voltage surges); or (iii) any other cause not within Honeywell's control, including, without limitation, Buyer'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.

**d. Procedure for Warranty Claims.** If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell, including a Returned Material Authorization ("**RMA**") number, must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer, include the RMA number, and be appropriately packed. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the product to verify the alleged defect, (ii) in Honeywell's sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Honeywell's expense). Honeywell will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

**e. WARRANTY DISCLAIMERS.**

- i. SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO SOFTWARE AND HONEYWELL MAKES NO WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS SOFTWARE OR DOCUMENTATION.
- ii. HONEYWELL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE SECURITY AND FUNCTIONALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS, FIRE OR OTHERWISE; OR THAT THE PRODUCTS WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. BUYER UNDERSTANDS THAT PROPERLY INSTALLED AND MAINTAINED PRODUCTS MAY ONLY REDUCE THE RISK OF FIRE, THEFT, PROPERTY DAMAGE OR OTHER EVENTS OCCURRING WITHOUT THE PRODUCTS, BUT IT IS NOT INSURANCE OR A GUARANTEE THAT SUCH WILL NOT OCCUR OR THAT THERE WILL BE NO PERSONAL INJURY OR PROPERTY LOSS AS A RESULT.
- iii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY HONEYWELL, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES. THE WARRANTIES, IF ANY, APPLICABLE TO ANY SOFTWARE OR SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. HONEYWELL MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

**15. TRAINING.** To the extent Buyer purchases training from Honeywell with respect to any Products, cancellations without penalty are only permitted more than fifteen (15) days prior to the date of the training. Buyer would be eligible to receive a fifty percent (50%) credit for cancellations made between fifteen (15) and ten (10) days in advance of the training. Cancellations made by Buyer with ten (10) or fewer days prior to the scheduled training will not receive any credit and will result in Buyer forfeiting all enrollment fees. Extenuating circumstances will be considered on an individual basis.

**16. 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 Buyer at Buyer’s own risk and without any obligation or liability to Honeywell. It is the Buyer’s sole responsibility to determine the suitability of a Product for use in Buyer’s application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

**17. INTELLECTUAL PROPERTY RIGHTS.** Honeywell retains for itself (or, if applicable, its suppliers) all rights, title and ownership in and to all Products and accompanying documentation, including, without limitation, all rights in patents, copyrights, trademarks, and trade secrets related thereto. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of Products (including Software Products) except as expressly permitted herein or by mandatory intellectual property laws.

**18. INDEMNIFICATION.** In addition to any other Buyer indemnification obligations in Section 21 (Liability Disclaimer for Buyer Services) and Section 26(Compliance with Applicable Law and Code of Business Conduct) of this Agreement, Buyer will indemnify, defend, and hold Honeywell and its related entities (including, without limitation, their respective directors, officers, employees, and representatives) (collectively, “**Honeywell Indemnitees**”) harmless against third-party allegations, claims, damages, settlements, penalties and costs, including without limitation attorneys’ fees (collectively, “**Claims**”) arising out of Buyer’s negligence or willful misconduct due to any act or omission under the Agreement or Buyer’s breach of its obligations under the Agreement. In connection with these indemnification obligations, Buyer agrees to the following “**Indemnification Procedures**”: (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any such claim; (b) at Buyer’s expense, Honeywell will reasonably

cooperate in defense of the claim including, but not limited to, promptly furnishing Buyer 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) Buyer 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.

**19. PATENT & COPYRIGHT INDEMNIFICATION.** Honeywell will defend and indemnify against any third-party suit alleging that any Products, as delivered by Honeywell, directly infringes any patent or copyright; provided that Buyer 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 Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Products made to Buyer's designs, drawings, or specifications; (b) use of Products in a 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 Product other than the current version; or (e) any alteration, customization, or other modification of the Product other than by Honeywell. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees and its related entities harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a), (b), (c), (d), and (e) of this Section, as per the Indemnification Procedures of Section 18 (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 Buyer the right to continue using the Product; (ii) replace or modify the Product so that it is non-infringing; or (iii) require Buyer to return the Product (and terminate Buyer's license to the same) in exchange for a credit of the purchase price or license fee, less reasonable depreciation. Further, Honeywell may cease shipping Products it believes may be subject to a claim of infringement without being in breach of the Agreement. This Section shall be subject to Honeywell's rights under Section 20 (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.

**20. LIMITATION OF LIABILITY.**

**a.** IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, 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, FOR ANY SPECIAL INCIDENTAL INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOST PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

**b.** ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 14 (LIMITED WARRANTY) OF THESE TERMS AND CONDITIONS. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS BUYERS, INCLUDING WITHOUT LIMITATION SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS SOLD HEREUNDER. NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

**c.** HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF PRODUCTS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE PRODUCTS OR SERVICES PAID BY BUYER TO HONEYWELL FOR THE PRODUCTS OR SERVICES (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY BUYER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE.

**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. Buyer shall include a Limitation of Liability provision in any written contract it has with a customer to which it sells Honeywell products or its own services (each, a **“Customer”**). In the event Buyer does not have a written contract with a specific Customer, Buyer shall include a Limitation of Liability provision in the terms and conditions of sale provided to its Customers. For purposes of this Section, **“Limitation of Liability provision”** shall mean a limitation of liability provision that (a) is commercially reasonable under the circumstances and (b) includes both (1) an express disclaimer of exemplary, incidental, consequential, statutory, punitive, special, and indirect damages (including lost profits and lost revenues) by Buyer to the Customer, and (2) an aggregate cap on the liability of Buyer to the Customer not exceeding the cost of the Products or services purchased.

## 21. LIABILITY DISCLAIMER FOR BUYER SERVICES.

a. Buyer acknowledges that due to the unique nature and potential safety risks posed by certain Products Buyer is not authorized to perform design, installation, repair, or other services (**“Services”**) for its Customers on certain Products (**“Certified Products”**), unless it enters into a separate written agreement with Honeywell and complies with the required training and certification obligations of such agreement. Buyer further agrees that performance of Services for Customers on Certified Products absent adherence to the conditions in this paragraph will void the Limited Warranty on such Certified Products.

b. As of the Terms and Conditions Effective Date Certified Products include at least the following product lines, but may be amended from time to time: Notifier®, Gamewell-FCI Fire Control Instruments®, Farenhyt, Honeywell BDA Systems, and Pro-Watch®, xtralis® VESDA®.

c. Buyer further acknowledges and agrees that to the extent it performs Services for its Customers on any Honeywell Product (including, without limitation Certified Products), it does so at its own expense and liability, and shall defend, indemnify and hold the Honeywell Indemnitees harmless from and against any Claims arising out of those Services it or its agents perform for its Customers as per the Indemnification Procedures of Section 18 (Indemnification). This Section shall be subject to Honeywell's rights under Section 20 (Limitation of Liability).

**22. TERMINATION & SUSPENSION OF PERFORMANCE.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than fifteen (15) days after written notice specifying the failure to perform or breach (unless such breach is incurable, in which case termination is effective immediately); (b) Buyer fails to make any payment hereunder due within three (3) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Buyer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Buyer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Buyer 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) Buyer's principal(s), owner(s), or persons essential to the performance of this Agreement are removed, reassigned or die; (f) Buyer 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 (g) Buyer 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. Honeywell may suspend performance under this Agreement at Buyer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**23. DATA COLLECTION, TRANSMISSION, & USE.** Buyer acknowledges that certain Products may include Software that collects information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Honeywell for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer

usage, development, and quality control/improvement of such Products. In addition, Buyer understands that any point-of-sale information it provides to Honeywell or Honeywell's designee may be used by Honeywell for any business purpose, including, but not limited to, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products and/or relating the marketing and sale of the Products. No end-user identifiable data will be provided by Honeywell to any third party. Buyer shall notify its Customers that Honeywell is collecting this information and shall contractually bind all Customers reselling the Products to notify their end-user customers that such information may be collected and used by Honeywell as described above.

**24. CONFIDENTIALITY.** The parties may exchange certain confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. 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 recipient, (b) already known to recipient at the time of disclosure through no wrongful act of recipient, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by recipient. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided, however, that (i) Honeywell may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors, and (ii) either party may disclose confidential information in response to a court order, government request, or other legally required request where it (I) provides the disclosing party with sufficient notice and an opportunity to object to such disclosure (where possible), and (II) makes the disclosure subject to a protective order or other similar confidentiality restrictions.

**25. TRADEMARKS.** Buyer 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 Buyer 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, Buyer 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 Buyer 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.

**26. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.** Buyer 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-we-are/integrity-and-compliance>. Buyer 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 the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. This includes, but is not limited to, Buyer's agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section 26 and its subparagraphs, pursuant to the Indemnification Procedures of Section 18 (Indemnification).

**a. Sanctions Compliance.** Buyer complies with and will continue to comply with all economic Sanctions Laws administered by the Office of Foreign Assets Control ("**OFAC**"), other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("**Sanctions Laws**"). Buyer is not and will not involve any Sanctioned Persons in any capacity, directly or indirectly, in connection with its performance under this Agreement. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws. As used herein "**Sanctioned Person**" means any individual or entity: (i) named on a governmental denied party or restricted list, including but not limited to: OFAC's list of Specially Designated Nationals and Blocked Persons and Sectoral Sanctions Identifications List, and any 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 region 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.

**b. Export and Import Compliance.** Buyer will not distribute or resell any Products or take any actions in relation to or in furtherance of this Agreement 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**”). Buyer acknowledges that Export/Import Control Laws may control not only the sale and resale of Products but also the transfer of technical data, Software, plans, and specifications dealing with Products. Buyer further acknowledges that U.S. export 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.

**c. Anti-corruption Laws.** Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the “**FCPA**”) and all other applicable anti-bribery and anti-corruption legislation (“**Anti-Corruption Laws**”).

**27. 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. As used herein, a “Force Majeure Event” is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform the Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) 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), and (g) shortages or inability to obtain materials or components. If a Force Majeure Event results in 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. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Buyer Orders. For avoidance of doubt, there need not be a Force Majeure Event to invoke Section 4 (Surcharges).

**28. NOTICES.** Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer’s authorized representative or, if to Honeywell, to Honeywell’s authorized representative at the addresses set forth in the separate Agreement between the parties to which these Terms and Conditions attach. In the absence of such a separate Agreement, (a) notices to Honeywell should be delivered to Honeywell International Inc., 715 Peachtree Street NE, Atlanta, GA 30308, Attn: Honeywell Building Technologies General Counsel, and (b) notices to Buyer should be delivered to the address provided in the Agreement or for billing purposes hereunder. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one 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.

**29. SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**30. WAIVER.** The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**31. APPLICABLE LAW AND FORUM.** This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts., without regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.**

**32. DISPUTE RESOLUTION.** 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 the Agreement.

**33. INDEPENDENT CONTRACTOR.** The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

**34. HEADINGS AND SECTIONS.** The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraph or section thereof.

**35. INSURANCE.** Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: A Comprehensive General Liability policy with a single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damages; Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A -, X" by AM Best or equivalent rating agency. In addition, all such policies shall name Honeywell as an additional insured.

**36. BUYER FINANCIAL STATUS.** Buyer represents and warrants to Honeywell on a continuing basis that it is in good financial condition and able to pay all bills when due. Buyer shall, from time to time furnish any financial statements or additional information as may be requested by Honeywell in order to enable Honeywell to assess Buyer's financial condition and creditworthiness. Additionally, Buyer authorizes Honeywell to obtain financial information regarding Buyer from credit reporting agencies, Buyer's banks and suppliers, and other such sources. Honeywell may, in its sole discretion, increase or decrease the amount of credit (if any) that Honeywell has extended to Buyer in connection with the purchase of Products.

**37. ASSIGNMENT; SUBCONTRACTING.** This Agreement shall inure to the benefit of and be binding upon any successor or assign of Honeywell. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under the Agreement for performance of the subcontracted obligations.

**38. SURVIVAL.** All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

## Practical Information

### 1. Price List policies and sales procedures

As HONEYWELL does not manufacture all of the items listed, the customer is required to follow actual manufacturers' instructions in conformity with the local standards, codes and requirements for appropriate installations. Honeywell is never responsible for installations built of items in this Price List. Plans and specifications are interpreted as required, but Honeywell takes no responsibility that the information provided is suitable for the intended purpose.

#### a. Pricelist EL Pricelist 2023 Benelux V1

Prices are mentioned in Euro.

All indicated prices are gross, excluding VAT.

All orders and invoices will be issued in Euro.

Effective date of application of this Price List : **02-01-2023**

#### b. Policy and service

Every care has been taken in the preparation of this Price List. However, Honeywell shall not be responsible for any errors and/or misinterpretation of any of the mentioned prices and product descriptions. All prices and specifications are subject to change without prior notice. Honeywell has a policy of product improvement and reserves the right to change or discontinue any product listed. Honeywell reserves the right to accept or refuse any order. All information supplied by Honeywell is believed to be accurate, but Honeywell is not liable for errors and/or misinterpretations.

#### c. Payment and credit conditions

Orders will be shipped C.O.D. (Credit on Delivery) except to accounts with established credit. Standard credit terms, net 30 days, date of invoice (1% discount if paid within 7 days). Prices are F.O.B. (Free on Board) Neuss (Germany), and are subject to change without notice. Until payment done, all delivered goods remain the property of Honeywell. The Customer may not charge or dispose of the goods or dispose of sums payable in respect of the goods by way of security. The Customer may resell-or-otherwise dispose absolutely of the goods or install them in premises. This being only on condition that the property is deemed to be transferred to the Third Party upon discharge of the debt of the Customer to Honeywell for those products and all preceding unpaid liabilities. Sums paid to the Customer shall to such extent automatically be the sum of payment of Honeywell and not of the Customer. Honeywell may obtain directly from the Third Party sums of money due to it and give a receipt therefore in the name of the Customer. If Honeywell agrees, to induce payment by the Third Party to provide - or undertake to provide - maintenance services, licenses or other products prepaid by the Third Party, which may as a result of the Customer's default not be provided, Honeywell may add the price to the Customer's debt. Until payment, therefore, the relevant goods shall be held separately from the other Customer's goods. These goods must be maintained in 'as new condition' and clearly designated as Honeywell's property. Honeywell is authorized to enter on premises where the goods are stocked, inspect these and remove them if the Customer is in fault. If Honeywell's property is not clearly designated, Honeywell may remove any Honeywell branded products. In case of any complaint about an invoice, the customer has to transmit a written complaint to the administration department within 10 days from date of invoice. Thereafter, no more corrective actions, like issuing credit notes, can be made. Honeywell will stop all deliveries to customers which have open invoices with more than 15 days overdue payments. The customer will be informed in written at due date and it will be mentioned as well on all new Order Confirmations, transmitted by fax or e-mail.

#### **d. Return or exchange of goods (See guidelines § 3)**

A restocking charge of 15% of the value of returned goods will be automatically charged. Under returned goods, Honeywell understands goods which were wrongly ordered by the customer. These goods have to be returned within 30 days from delivery date using the RMA form. The customer has to contact Honeywell first to get a RMA number. When returning products they should contain the original and unopened packaging. All returns for credit are subject to inspection and testing in our premises before actual determination is made to allow credit. Honeywell will not be responsible for any dismantling, re-assembling or re-installation charges. Claims for shortages must be reported in written immediately, this means within the next 24h. Be aware that not all products will be accepted for return or exchange. Every request for returning goods will be handled separately.

#### **e. U.S. trade embargoes**

This is a general notice to all Honeywell customers to remind them of the various trade embargoes and restrictions imposed by the U.S. against certain countries, entities and individuals, and to outline the procedures to be followed to comply with this embargoes and restrictions.

##### **PROHIBITED COUNTRIES:**

Honeywell Corporate Policy 110 prohibits all direct and indirect transactions with embargoed countries, regardless of originating location. The embargoed countries include following countries:

Cuba, Myanmar (Burma), Iran, Iraq, Liberia, North Korea, Syria, Sudan, Zimbabwe.

## **2. Order policy**

### **a. Information on the purchase order**

Min orderamount EUR 500,-. Orders below EUR 500 will have a surcharge of EUR 100,-.

Only written orders received by fax, post or e-mail will be accepted and treated.

The order must include:

- company information and contact person
- customer order reference
- order Part Number as listed in our Price List
- short product description and quantity
- requested delivery date
- quotation reference, in case a written quotation was made by a Honeywell Sales Representative

BENELUX, SWITZERLAND	Order amount (net)	Freight Rate
	less than 1.000 €	25 €
	between 1.000 € and 2.500 €	15 €
	between 2.500 € and 5.000 €	25 €
	between 5.000 € and 10.000 €	40 €
	more than 10.000 €	Free of Charge

#### **Important notes:**

- The above mentioned prices are fix rates (excl. VAT) and subject to be changed without prior notice.

- Each order will be shipped separately at the address specified on the Customer's order.
- Collection of goods in any Honeywell office/warehouse is not allowed.
- Aerosols, pressurized containers and flammable goods are considered as dangerous goods and will be shipped as an ADR shipment, separately from the rest of the order. This incurs additional cost as shown in the above table.
- All shipments are covered by an insurance which is included in the price.
- In case you receive damaged packaging and when you suspect the goods have been damaged during transportation, please make sure to notify it by written to the forwarding agent at the time of the delivery.
- A backorder shipment is always FOC in case Honeywell can't ship the complete order at once.
- For orders on call, freight rates are applied with every shipment.
- For the shipment of ionic detectors, separate freight charges are always applied.
- Express deliveries are only possible within the Benelux and Switzerland region. Express deliveries are not available for every city, please contact the logistic department. Express shipment costs will be charged separately in accordance to the carrier.

### **Order cancellation**

In case of order cancellation, completely or partially, please note that a cancellation fee of 15% of the total cancellation amount will be invoiced. Special products are normally non stock products and are never subject for cancellation or credit. Cancellations have to be done in written within 24h after receipt of the order confirmation. Cancellations have to be reported asap to the Customer Service department to one of the following email addresses: [customerservice.fire.nl@honeywell.com](mailto:customerservice.fire.nl@honeywell.com)

### **3 Warranty**

Honeywell guarantees the products in the pricelist against all manufacturing faults or hidden defects for a period of 1 from date of delivery.

### **4. Returning material policy**

The following guidelines must be followed when returning defective products to Honeywell.

A return authorization number has to be requested by using the standard RMAR form.

Please send requests per email to [customerservice.fire.nl@honeywell.com](mailto:customerservice.fire.nl@honeywell.com).

On receipt of the request, a first evaluation will be done by the Honeywell Technical Service, Honeywell reserves the right to accept or refuse the repair. In case the return is accepted, an RMA number will be attributed and the customer can return the (defective) components or detectors/modules to the address mentioned below. A copy of the RMA form must be added to the shipped parcel. All returns for repair within warranty period will be first inspected to evaluate product failure. If product failure was not due to manufacturer's defect in material or workmanship, repair will not be covered under warranty, and automatically changed to a chargeable repair. All returned goods are automatically tested for diagnostic. If no problem is detected, the product will be returned to the customer, a checkup and testing fee will be invoiced. When you return material, please use the original carton containing packaging inserts. All returns for credit are subject to inspection and testing in our premises before actual determination is made to allow credit. Any item returned for credit which is out of warranty will be refused for credit.

### **5. Contact**

**Novar Nederland B.V**

**Honeywell Building Technologies**

Burgemeester Burgerslaan 40

5245 NH Rosmalen

Postbus 116

5201 AC 's Hertogenbosch

T: 073-2060300

[www.esser-systems.nl](http://www.esser-systems.nl)

[info@esser-systems.nl](mailto:info@esser-systems.nl)

**Sales & Sales Support:**

Product/systeemadvies, partnerovereenkomst, prijsstelling.

T: 073 206 04 44

[sales.fire.nl@honeywell.com](mailto:sales.fire.nl@honeywell.com)

**Helpdesk:**

Trainingsaanvragen, technische ondersteuning, licentie ondersteuning, verzoek tot on site interventie

T: 0800 4080009

[Helpdesk2.Fire.NL@honeywell.com](mailto:Helpdesk2.Fire.NL@honeywell.com)

**Customer service:**

Vragen over uw bestelling, leveringen, voorraad, RMA, garantie, credits, facturatie, administratieve vragen

T: 0800 4080009

[Customerservice.Fire.NL@honeywell.com](mailto:Customerservice.Fire.NL@honeywell.com)