

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

### **1. DEFINITIONS**

The term "Buyer" means the company identified on the face of the purchase order. The term "Seller" means Honeywell International Inc. acting through its Honeywell Aerospace Defense and Space business. The term "Product" means end items, line replaceable units and components thereof, including those returned for exchange. The term "Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

### **2. APPLICABILITY**

Purchase orders placed by Buyer ("Orders") to purchase Products are governed solely by these Product Conditions of Sale. Except as provided in the "Purchase Orders" section below, all provisions on Buyer's Order and all other documents submitted by Buyer are expressly rejected. Seller will not be deemed to have waived these Product Conditions of Sale if it fails to object to provisions submitted by Buyer.

### **3. PURCHASE ORDERS**

Orders are non-cancelable and will specify : (a) Purchase Order number, (b) Seller's Product part number or quotation number as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoices will be sent for payment. Orders are subject to acceptance by Seller. Seller's acknowledgment of Order receipt will not constitute acceptance. Any terms conflicting with or in addition to the terms of these Product Conditions of Sales will not apply unless expressly agreed to in writing by Seller.

### **4. DELIVERY**

Delivery terms are EX Works (EXW Incoterms 2010), Seller's facility with the exception that Seller is responsible for obtaining the export license and completing all export clearance documents. Buyer is responsible for all duties, taxes and other charges payable upon export. Seller will schedule delivery in accordance with its standard lead time unless Buyer's Order requests a later delivery date or Seller agrees in writing to an earlier delivery date. If Seller prepays charges for transportation or any special routing, packing, labelling, handling or insurance requested by Buyer, Buyer will reimburse Seller upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Buyer when Seller places Product at Buyer's disposal at Seller's facility, except that Buyer will retain title to Products Buyer returns to Seller for repair or overhaul and title and risk of loss or damage to all Product shipped via air freight directly to Buyers located outside of the United States of America passes to the Buyer immediately after the Products first leave the overlying airspace of the United States.

### **5. ACCEPTANCE**

Products are presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within 20 calendar days after delivery. Buyer must disposition rejected Product to Seller in accordance with Seller's written instructions. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled "Taxes", Seller assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Seller's designated facility for the return of properly rejected Products. Buyer will provide copies of freight invoices to Seller upon request. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

### **6. CHANGES**

Buyer may issue a written change order to request changes within the scope of this Order. If the requested change is acceptable to Seller, Seller will inform Buyer if the change will cause an increase in price (including without limitation as a result of labor rate escalation, changes in material prices and availability, and foreign exchange exposure) or time required to perform the work. Seller will not be obligated to proceed with a requested change until documented in a change order signed by authorized representatives of both parties. However, if Seller proceeds at Buyer's direction with the change prior to

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

signing the change order then Buyer must pay for the change as invoiced by Seller. Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

### **7. PRICES**

Prices are stated in U.S. currency and are effective for this Order. Seller reserves the right to correct any invoices or errors in Order prices.

### **8. PAYMENTS**

Payment must be received by Seller 30 calendar days from date of invoice. Payments must be made in U.S. currency. Seller may re-evaluate Buyer's credit standing at all times. If Seller determines in its sole discretion that Buyer fails to qualify for such payment terms at any time, then Seller may without notice to Buyer modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees or other security.

If Buyer is delinquent in its payment obligation to Seller, Seller may upon written notice to Buyer withhold future shipments until all delinquent amounts and late interest, if any, are paid, and in addition to any other rights or remedies in this Agreement, Seller may at its option:

- (i) Deliver future shipments on a cash with order or cash in advance basis;
- (ii) Withhold performance under this Agreement until all delinquent amounts and late interest, if any, are paid;
- (iii) Declare Buyer's performance in breach and terminate this Agreement if payment is not received within 3 days of written notice to Buyer;
- (iv) Charge interest 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;
- (v) Suspend any performance guarantees or penalties for any Seller non-performance for as long as the Buyer remains in a delinquent payment status.
- (vi) If Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- (vii) Charge storage or inventory carrying fees on Products;  
Recover all costs of collection including, without limitation, reasonable attorneys' fees;
- (viii) Repossess Products for which payment has not been made; or
- (ix) Combine any of the above rights and remedies as may be permitted by applicable law.

The above remedies are in addition to all other remedies available at law or in equity. This "Payments" clause will survive expiration or any termination of this Agreement.

### **9. SETOFF**

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, subsidiaries or other divisions or units.

### **10. WARRANTY**

Seller warrants that at time of shipment to Buyer its Products will comply with applicable Seller drawings and for a period of 12 months after shipment of the Products will be free from defects in workmanship and material. This warranty runs to the Buyer, its successors, 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) are not covered under this warranty.

Buyer must notify Seller in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Seller's written instructions.

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

Seller's obligation and Buyer's sole remedy under this warranty is repair or replacement, at Seller's election, of any Product Nonconformance. All Products repaired or replaced are warranted for the unexpired portion of the original warranty period.

Seller assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Seller's nearest warranty repair facility for such Products. Buyer will provide copies of freight invoices to Seller upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties and tariffs. The party initiating transportation will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges.

Seller will not be liable under this warranty if the Product has been exposed or subjected to any:

- a) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Seller's instruction;
- b) alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller;
- c) accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Buyer;
- d) damage caused by failure of a Seller supplied Product not under warranty or by any hardware or software not supplied by Seller; or
- e) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products.

Seller has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Seller's Product. Upon Seller's request, Buyer will give Seller access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

### **11. EXCUSABLE DELAY OR NONPERFORMANCE**

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. If the inability to perform continues for longer than 90 days, either party may terminate this Order by providing written notice to the other party and Buyer will pay Seller for Products delivered and Services performed prior to termination. Force Majeure is an event 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) any other acts of any government that would limit a party's ability to perform the Order, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crisis, (e) labor strikes or lockouts, (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 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.

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

### **12. TERMINATION**

Either Party may terminate this Order by giving written notice to the other party upon the occurrence of any of the following events:

- a) the other Party materially breaches this Order and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach;
- b) the other Party fails to make any payment required to be made under this Order when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or
- c) any insolvency or suspension of the other party's operations or any petition filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.

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 either party may be entitled to under this Order or in law or equity.

### **13. DISPUTES**

Any dispute arising out of or relating to this Order, including the breach, termination or validity thereof will be finally resolved by arbitration. If Buyer is incorporated in the United States any dispute will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgement upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, NY, USA.

If Buyer is incorporated in Europe, Africa or the Middle East any dispute 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 and will be conducted in English. Any award will be payable in the currency of the Order.

If Buyer is incorporated in Asia Pacific disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the Singapore International Arbitration Center. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be Singapore. The language of the arbitration will be English. Any award will be payable in US dollars.

Either party may apply to the arbitrator(s) 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 Order, 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 arbitrator's 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 such dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

### **14. GOVERNING LAW AND JURISDICTION**

This Order will be governed by the laws of the State of New York, U.S.A., without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto will not apply to this Order. The state or federal courts within New York City,

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

New York, U.S.A. will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.

### **15. LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

### **16. NONDISCLOSURE AND NON-USE OF SELLER'S DATA AND 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 days after disclosure. For 30 days from disclosure, oral or visual information will be provided the same protections as provided Proprietary Information under this Order.

The receiving Party will not use or disclose Proprietary Information except as permitted in this Order for 10 years from the expiration or termination date of this Order. 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 inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving Party notifies the original disclosing Party promptly, and endeavors to prevent any further inadvertent disclosure or use.

The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently of the disclosing Party's Proprietary Information; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of this Order by the receiving Party; (d) released without restriction by the disclosing Party to a third party; or (e) known to the receiving Party at the time of its 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 this Order. Each Party must ensure that its employees are aware of this Order and have signed an agreement making the employees subject to the Parties' confidentiality obligations. The receiving Party may disclose the disclosing Party's Proprietary Information to a third party with respect to the intent of this Order if: (1) the disclosing Party authorizes it in writing; (2) the receiving Party under this Order 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 this Order; and (3) the receiving Party provides an executed copy of the proprietary information agreement to the disclosing Party within 15 days.

During the term of this Order, the receiving Party may use the Proprietary Information strictly in connection with the intent of this Order 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.

Except as authorized in this Order, the receiving Party will not use or disclose the disclosing Party's Proprietary Information, in whole or in part, for any purpose, including but not limited to: (A) to

## HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE

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 equipment 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 Product 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 days after the termination of this Order 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.

### 17. INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Seller will defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Product as delivered by Seller, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Seller in writing promptly after Buyer is apprised of the third-party claim, and Buyer agrees to give sole and complete authority, information and assistance (at Seller's reasonable expense) for the defense and disposition of the claim. Seller will not be responsible for any compromise or settlement made without Seller's prior written consent.

Seller will have no obligation or liability with respect to: (a) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose; or (c) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by Seller; or (d) any modification of the Product other than a modification by Seller.

Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller's obligations to Buyer as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

Because Seller has exclusive control of resolving infringement claims hereunder, in no event will Seller be liable for Buyer's attorney fees or costs.

If a claim is made or if Seller believes that a claim is likely, Seller may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Product; or (ii) replace or modify the Product so that it becomes non-infringing; or (iii) accept return of the Product or terminate Buyer's license to use the infringing Product and grant Buyer a credit for the purchase price or license fee paid for such product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping infringing Products without being in breach of this Order.

Any liability of Seller under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of these Product Conditions of Sale.

This "Indemnities Against Patent and Copyright Infringement" section states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

**HONEYWELL DEFENSE AND SPACE  
PRODUCT CONDITIONS OF SALE**

**18. SOFTWARE LICENSE**

This "Software License" section applies to any software including all related updates, changes, revisions and documentation, if any, (collectively, "Licensed Software") that Buyer is entitled to use under the terms of this Order that is not subject to a separate software license executed between the parties. Subject to Buyer's compliance with this Order, Seller grants to Buyer and Buyer 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.

Seller (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under this Order. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made.

Buyer may transfer its license to use the Licensed Software to a third party only in conjunction with Buyer's sale of any Seller or Buyer product on which the Licensed Software is installed or with which it is used. Buyer'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 "Software License" section. Except as specifically permitted in this Order, the Licensed Software may not be sub-licensed, transferred, or loaned to any other party without Seller's prior express written consent.

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

Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that Licensed Software may be product, aircraft or sensor specific and, as such, may require reasonable adjustment or refinement to suit Buyer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Buyer, Seller will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 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 Seller to Buyer.

**19. SPECIAL TOOLING AND DATA**

Special tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements items, now existing or hereafter created. Seller owns all rights to special tooling including specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities, except to the extent that title is specifically transferred in writing from an authorized representative of Seller to Buyer. Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any furnished with the Products.

**20. EXPORT/IMPORT**

Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain all approvals and licenses required for the import into and re-export out of Buyer's country of the goods, transfers, services and technical data and will retain documentation to support compliance with those laws and regulations. Seller is responsible for obtaining the export license and completing all export clearance documents.

Seller will not be liable to Buyer for any failure to provide goods, services, transfers, or technical data as a result of government actions which impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of any applicable

## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

import, transfer or export law or regulation, after the date of a purchase order or commitment, that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

### **21. TAXES AND DUTIES**

Seller's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from this Order or Seller's performance under this Order, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Order, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from the Taxes. In no event will Seller be liable for Taxes paid or payable by Buyer.

### **22. NOTICES**

Every Notice between the parties relating to the performance or administration of this Order will be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative. All Notices required under this Order will be deemed received when delivered either:

1. Two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. 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.

### **23. GENERAL PROVISIONS.**

#### Assignment

Neither party will assign any rights or obligations under Order without the advance written consent of the other party, which consent will not be unreasonably withheld. Either party may assign this Order 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.

#### Waiver

The failure of either party to enforce at any time any of the provisions of this Order will not be construed to be a continuing waiver of any provisions of the Order.

#### Severability

If any provision or portion of a provision of this Order is determined to be illegal, invalid, or unenforceable, that portion or provision will be stricken and the validity and enforceability of the remaining provisions will not be affected.

#### Commercial Use

Buyer represents and warrants that all Product purchases under this Order will not be used in the performance of a contract, or subcontract, with any government in a manner so as to affect Seller rights to data, technology, software, or other intellectual property supplied by Seller.

#### Survival

All provisions of these Product Conditions of Sale which by their nature should continue in force beyond the term of this Order including, but not limited to, "PRICES", "PAYMENTS", "WARRANTY", "DISPUTES", "GOVERNING LAW AND JURISDICTION", "LIMITATION OF LIABILITY", "NONDISCLOSURE AND NON-USE OF SELLER'S DATA AND INFORMATION", "INDEMNITIES AGAINST PATENT AND COPYRIGHT



## **HONEYWELL DEFENSE AND SPACE PRODUCT CONDITIONS OF SALE**

INFRINGEMENT", "SOFTWARE LICENSE", "SPECIAL TOOLING AND DATA", "EXPORT", "TAXES", "SEVERABILITY", and "NOTICES" sections will remain in force after the expiration or termination of this Order.

### 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.

### Order of Precedence

Any inconsistency in the provisions of this Order will be resolved by giving precedence in the following order:

- a) these Product Conditions of Sale;
- b) any attachments giving precedence to any negotiated scope of work;
- c) the face of the Order.

### Entire Agreement

This Order contains the entire agreement between the parties with respect to the subject matter of this Order and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Order. This Order will not be varied except in writing signed by an authorized representative of each party.