

This Short Form Purchase Agreement ("Agreement") is entered into between Honeywell International, Inc. ("Honeywell") and _____ ("Supplier"). Each party is sometimes also referred to as "Party," and collectively as "Parties."

1. SCOPE

Supplier will sell Honeywell the products listed on the face of the Purchase Order ("PO") or as set forth in the pricing sheet ("Pricing Sheet") attached to this Agreement as Exhibit A (the "Products") together with related incidental services, if any. This Agreement does not specify a quantity of Products to be purchased by Honeywell, does not obligate Honeywell to purchase any Products, and is not an exclusive purchasing agreement.

From time to time, Honeywell may lend or provide to Supplier or pay for tools, machine tools, molds, dies and other equipment ("Tooling") for purposes of producing the Products. Such Tooling will be subject to Tooling Attachment to this Agreement.

2. ORDER OF PRECEDENCE

If there is an irreconcilable conflict among any of the provisions of this Agreement and its exhibits, schedules and other attachments, the following order of precedence applies in descending order:

- A. any document executed by authorized representatives of both Parties that expressly states that document is intended to amend or supersede the terms of this Agreement;
- B. the main body of this Agreement.
- C. other exhibits, schedules or attachments to this Agreement;
- D. any Honeywell-issued PO related to this Agreement; then
- E. other documents agreed to in writing by the Parties. For clarity, the terms of any Supplier invoice, order acknowledgement, or carrier's bill of lading will not apply.

3. TERM AND TERMINATION

- A. Term. This Agreement commences on the Effective Date and will remain in effect through the expiration date of _____, unless otherwise extended or terminated in accordance with the provisions herein ("Term"). Subject to the Termination and surviving clauses, this Agreement will govern any PO issued pursuant to it during the Term, including any extension. Pricing for all POs issued either during the Term or in accordance with the Termination or surviving clauses, will be in accordance with the pricing stipulated in this Agreement, even if the delivery dates for the services or Products fall outside the Term.
- B. Termination for Cause. The non-breaching Party may terminate this Agreement, in whole or in part, if the other Party commits a material breach and does not cure the breach within 30 days following receipt of a notice from the non-breaching Party specifying the grounds for the breach; except in the case of breach related to safety, health, or security, Honeywell will have the right to immediately terminate the Agreement. The solvent Party may terminate this Agreement upon written notice to the other Party if the other Party becomes insolvent or any petition is filed or proceeding commenced by or against the other Party relating to bankruptcy or similar proceedings which are not dismissed within 30 days.
- C. Termination for Convenience. Notwithstanding any firm time period or quantity on the face of a PO issued pursuant to this Agreement, Honeywell may upon 30 days prior written notice to Supplier, terminate this Agreement or any PO in whole or in part at any time, with or without cause, for undelivered Products or unperformed services upon Honeywell's written notice. Honeywell's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Products received and accepted by Honeywell before the date of termination.

4. PURCHASE ORDERS

Honeywell and each of its business units, divisions, affiliates and subsidiaries worldwide may order Products and related services, if any, from Supplier and its business units, divisions, affiliates and subsidiaries by individual PO, and such sales will be subject to the terms of this Agreement, including any products not specified on the Pricing Sheet. Each PO will be deemed immediately accepted and binding upon Supplier, unless it

requires delivery of Products in less than the lead time, in which case Supplier may reject such PO within 2 business days of receipt.

POs, PO changes, and PO related information will be transmitted via Honeywell Aerospace Supplier Portal ("HASP") or Electronic Data Interface (EDI). Supplier will acknowledge POs and/or approve PO changes electronically via HASP or EDI without requiring a written amendment to the contract signed by both Parties' authorized representative

5. INVOICING AND PAYMENT

- A. Invoicing. Upon actual delivery of goods or services Supplier will send an invoice with an exact description of the Products and other details as per this Agreement or corresponding PO within 90 days of delivery or lose the right to payment. The invoice must match this Agreement or the PO and be sent to the bill-to address. Taxes, charges, and discounts must be separate and clear. The invoice must include the following information in English or the destination language: (a) Supplier and Honeywell names and addresses; (b) shipper name if different; (c) PO number; (d) country of export; (e) Products description; (f) Harmonized Tariff Schedule number; (g) country of origin of the Products or parts; (h) weights of the Products; (i) currency; (j) payment terms; (k) shipment terms; and (l) rebates or discounts. Non-compliant, exhausted, unreadable, or incorrect invoices will be rejected. The invoice will have (if applicable) a signed bill of lading or express receipt. Payment does not mean acceptance and may be adjusted if Supplier fails to meet the terms of this Agreement.
- B. Payment Terms. Payment terms are net 150 after correct invoice and conforming Products have been received, or the shortest period required by law. Payment will follow the next payment cycle after expiry of net terms.
- C. Set Off / Recoupment. Honeywell may deduct any amount Supplier owes Honeywell from any amount Honeywell owes Supplier, as allowed by law.

6. DELIVERY AND ACCEPTANCE

- A. Acceptance. Supplier will notify Honeywell in writing when Products have been delivered and are ready for final inspection and acceptance by Honeywell or Honeywell's designated party. If Honeywell determines that the Products or services are defective or otherwise not in conformity with this Agreement, then Honeywell will, by written notice to Supplier: (a) terminate this Agreement, in whole or in part, for cause under the Termination for Cause clause; (b) accept the Products, in whole or in part, at an equitable reduction in price; or (c) reject the Products or services, in whole or in part, in which case Honeywell may, at its option exercise its rights under the Remedies Section of this Agreement.
- B. Returns. Supplier will compensate Honeywell for return shipment (including shipping costs, and duties, taxes, and tariffs, if applicable) between Honeywell and Supplier if Supplier (a) delivers Products that vary from the quantity authorized by Honeywell for shipment, (b) delivers Nonconforming Products, as defined in the Warranty provision, or (c) delivers Products or late. Any return shipments will be FCA Honeywell's location, and title to returned Products transfers from Honeywell to Supplier upon shipment. Supplier will provide a return material authorization (RMA) number within 24 hours of notification of defect by Honeywell.

7. SHIPPING TERMS, TITLE TRANSFER AND RISK OF LOSS

- A. Except as provided for in any replenishment solution or consignment stock provisions, where title and risk of loss and damage pass from Supplier to Honeywell upon release of the Products from consignment stock or inventory, title and risk of loss and damage pass to Honeywell in accordance with the terms set forth on the face of the PO. For the avoidance of doubt, Honeywell may direct Supplier to ship the Products to Honeywell or to any third party designated by Honeywell. Title to Products transfers to Honeywell upon receipt of the Products at the Honeywell designated ship-to location.
- B. Supplier will provide Honeywell all documents, records, and other supporting information necessary to substantiate the Products' qualification under various free trade agreements ("FTA" such as EUR 1, EUR 2, EUR-MED or invoice declarations. Supplier will also exert reasonable efforts to qualify the Products under FTAs and provide certificates, any other documents or information Honeywell may require to comply with applicable laws and regulations, including Harmonized Tariff Schedule number, country of origin

information or certificates, manufacturer's affidavits, etc., and to lawfully minimize duties, taxes and other fees.

8. COMPONENTS; DIRECTED SUPPLIERS

- A. Components. Supplier is responsible for obtaining all raw materials, components, and services required by Supplier to perform under this Agreement ("**Components**"). Honeywell may, in its sole discretion, direct Supplier to purchase Components from Honeywell affiliates, subsidiaries, business units or divisions or third-party suppliers ("**Honeywell Provider**"). Where the Components are purchased under a Honeywell negotiated pricing agreement with a third party, such Components are for the sole use of Supplier in the manufacturing process pursuant to this Agreement and will not be resold (whether in the form acquired or after incorporation into other goods) to any party other than a Honeywell business unit, affiliate, subsidiary, or Honeywell designee ("**Designee**").
- B. Supplier Responsibilities. Honeywell has no liability for any transactions between Supplier and a Honeywell Provider or Designee and Supplier will not look to Honeywell for fulfillment of any obligations of a Honeywell Provider or Designee. Regardless of whether Honeywell directs Supplier to use a specific Honeywell Provider, Supplier is solely responsible to ensure that all Components meet required specifications, operate as intended and are free from all defects in workmanship and materials. Supplier is solely liable if a Component fails to conform to applicable specifications or is otherwise defective.
- C. Designees. Supplier will sell the Products covered under this Agreement to Designees, if so directed, under the same terms and conditions of this Agreement.

9. OFFSET

If Supplier is or becomes a non-U.S. entity, Supplier will provide Honeywell any necessary documentation required to obtain offset credit from Supplier's government for the value of relevant Products purchased to meet any present or future contractual offer or industrial benefit requirements imposed upon Honeywell or its subsidiaries or affiliates. Necessary documentation includes, but is not limited to, providing upon Honeywell's request complete and valid evidence of the existence, value, content, and other pertinent information related to the purchases as required by in-country regulations. Honeywell reserves the right to claim these credits for itself or third parties. If Supplier is a U.S. entity who awards a portion of the work under this Agreement, Supplier will assign to Honeywell any credits obtained from the non-U.S. sub-tier supplier's government relating to this transaction and assist Honeywell in obtaining any offset or industrial participation credits.

10. DRAWBACK

All drawback of duties, and rights thereto, related to duties paid by Supplier, sub-tier supplier, or Honeywell when Products or any materials or components used in manufacturing the Products that are imported will accrue to the exclusive benefit of Honeywell. Supplier will provide Honeywell or any approved third party with all documents, records, and other supporting information necessary to obtain any duty drawback and will reasonably cooperate with Honeywell in support of any drawback claim and respond to custom authorities' inquiries.

11. EXCUSABLE DELAY (FORCE MAJEURE)

Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence and which are unforeseeable, but any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Products to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Products at a more advantageous price, Supplier's economic hardship in buying materials or processing necessary for manufacture of the Products, or labor disputes will not constitute an excusable delay event. The Party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to mitigate the effects of the delay and remedy the delay if it can be remedied. If Supplier's delivery is delayed, Honeywell may, at Honeywell's sole option, cancel the impacted deliveries or extend the period of performance.

12. CHANGES

Supplier will not make any changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, subcontracting any processes, or any other processes related to the Products, their labeling or packaging, including any changes resulting from obsolescence, without Honeywell's prior written approval. Supplier will provide written notice of any such potential changes promptly as it becomes aware of them. At least 6 months prior to any such proposed change, Supplier will submit a detailed plan to Honeywell for approval. Supplier will flow down the requirements in this section in all its subcontracts and purchase orders for purchased Products or process-related services required for the Products.

13. CESSATION OF PRODUCTION

If Supplier, for any reason and to any degree, plans, intends, or foresees the potential to discontinue or suspend production of the Products, Supplier will give Honeywell twenty-four (24) month's prior written notice of the discontinuance or suspension of such Products' production. If Supplier fails to provide such notice, Supplier hereby grants Honeywell the right to unilaterally extend this Agreement by 24 months from the date that notice is provided to purchase the Products as needed. Pricing for all orders will not change during the extension period. In the event Honeywell engages a new supplier to transition Products under this Agreement as a result of any discontinuance or suspension of production, Supplier will provide, for a period up to 9 months, reasonable termination/expiration assistance requested by Honeywell to allow the manufacture of the Products to continue without interruption or adverse effect and to facilitate the orderly transfer of the manufacture of the Products ("**Supplier Assistance**"). Supplier Assistance will include, but not be limited to, the following:

- A. Within 30 days after a request from Honeywell, Supplier will provide a complete plan for operational turnover of the functions performed by Supplier under this Agreement to Honeywell or a successor vendor ("**Turnover Plan**"). Upon Honeywell's approval of the Turnover Plan, the Supplier will provide Supplier Assistance in accordance with the Turnover Plan.
- B. Supplier will provide Honeywell the names of all sub-tier suppliers that have provided or produced goods, materials, or services to Supplier for the production of the Products, together with a list of the goods, materials, or services purchased, and copies of the supply and purchasing agreements for those goods, materials, and services.
- C. Supplier will permit Honeywell access to all aspects of Supplier's production of the discontinued or suspended Products including, without limitation, manufacturing and design documentation, repair routings, tooling, information commonly referred to as the "Hidden Factory," manufacturing coupons ("**witness samples**"), sub-tier supplier information, the facilities and anything else required for the transition of Products.
- D. Supplier will attend periodic review meetings called by Honeywell, during which the Parties, at a minimum, will review Supplier's performance of Supplier Assistance, including the completion of tasks and deliverables set forth in the Turnover Plan.

14. REPRESENTATIONS AND WARRANTIES

- A. Supplier represents and warrants to Honeywell, its affiliates, successors, assigns, customers, and end users that the Products (including all replacement or corrected Products): (a) will be free from defects in design, materials, workmanship for a period of thirty-six (36) months from the date of shipment or 30 months from the date of first use, whichever is longer; (b) will be free and clear from all liens and encumbrances and be new, merchantable, of good and suitable quality, and fit for their intended purpose; (c) do not violate or infringe any patent, trademark, trade dress or copyright or other intellectual property right; (d) will conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Honeywell; (e) meet the requirements of the PO; (f) are not Contaminated Products as defined in the Unauthorized Parts Section, and (f) comply with all applicable laws, rules or regulations, and other contractual, employment or confidentiality rights of a third party. For any software or firmware embedded in the Products, including all related documentation, the software will also conform, function and operate in all material respects to the product specifications and Supplier grants to Honeywell (and its customers) the right and license to use such software or firmware for its intended purpose.

- B. Recall. Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Products or any products containing or incorporating such defective or potentially defective Products. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Honeywell or its customer in relation to Supplier's defective or potentially defective Products as Honeywell may so direct. Each Party will cooperate in making available records and other information reasonably required by the other Party in connection with any recall. This article will survive any termination or expiration of this Agreement.

15. REMEDIES

If Products are found to be not as warranted or Honeywell suspects that Products are not as warranted, Honeywell may, at Honeywell's option, (a) return such Products for correction, replacement, or credit; and/or (b) have Supplier diagnose the problem, plan an initial work-around and effect a permanent solution. The plan and solution under (b) will be subject to Honeywell approval and will include provisions for customer notification, replacement scheduling and remediation, including identification of suspect population, field removal, return and reinstallation, work in process ("WIP") inventory replacement, and repair, or retrofitting, regardless of location or status of WIP completion. Supplier is responsible for the costs of repairing, replacing, or correcting nonconforming Products, and for all related costs, expenses, and damages including, without limitation, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Products or of Honeywell's affected end-product; all freight charges; all customer charges; and all corrective action costs. Unless set off by Honeywell, Supplier will reimburse Honeywell for all these costs upon receipt of Honeywell's invoice. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity.

16. UNAUTHORIZED PARTS

- A. A "**Contaminated Product**" is a Product that is or contains an Unauthorized Part. "**Unauthorized Parts**" refers to any part, including software or firmware, whether or not embedded, that has been: (a) represented, identified, or marked as genuine, whether or not knowingly, but is an illegitimate (i) imitation, (ii) substitute, or (iii) copy; (b) knowingly misrepresented as new or compliant with specifications, including without limitation, of a grade, serial number, lot, date code, or meeting performance characteristics that it does not; (c) without Honeywell's prior written approval, returned from another customer, used, refurbished, or reclaimed; or (d) suspected of being any of the foregoing by visual inspection, testing, or other information.
- B. Upon Honeywell discovering that Supplier has delivered to Honeywell a Contaminated Product, Honeywell will impound such Contaminated Product and provide notice to Supplier of such action. Supplier will promptly notify Honeywell upon Supplier discovering that Supplier has, or suspects that it may have, delivered to Honeywell a Product that is or contains a Contaminated Product. Supplier will immediately impound Contaminated Products in its possession. When requested by Honeywell, Supplier will provide documentation that authenticates traceability to the authorized source of the applicable manufacturers utilized by Supplier for all parts provided under this Agreement. Supplier will immediately notify Honeywell of any changes in Supplier's sources of supply for Products awarded on this Agreement when the sources are other than an authorized source, including but not limited to any changes to Supplier's authorized franchised distributor status or other changes from authorized sources to unauthorized sources.

17. INTELLECTUAL PROPERTY RIGHTS

- A. Background IP. Each Party will retain all right, title and interest in its Intellectual Property Rights developed prior to or outside of Supplier's work related to the Products (collectively, "**Background IP**"). "**Intellectual Property Rights**" means all rights in patents, trade secrets, copyrights, trademarks, trade dress, mask works, and other intellectual property rights, including rights that are unregistered, registered, filed, or applied for, and all rights and forms of protection of a similar nature that may exist anywhere in the world.
- B. Supplier IP in Products. Certain of Supplier's Background IP may be embodied in the Products during the course of performance of this Agreement. Without limiting any rights to which Honeywell is entitled under applicable legal doctrines such as patent exhaustion, implied license, or legal estoppel, Supplier hereby grants to Honeywell a non-exclusive, irrevocable, fully paid-up, perpetual, worldwide, license, with the right to sublicense, to utilize this Supplier Background IP to develop, make, have made, use, sell, offer to sell, import, distribute, reproduce, prepare derivative works, perform, modify, or display, Honeywell's products, both during and after the term of this Agreement.

- C. Notice of Infringement. If Supplier becomes aware that Products potentially infringe a third party's Intellectual Property Rights, Supplier will promptly notify Honeywell, provide all requested assistance concerning the potential infringement, and comply with its obligations under this Agreement.

18. CONFIDENTIAL INFORMATION, DATA SECURITY AND DATA PRIVACY

- A. All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that has been or will be supplied to Supplier by or on behalf of Honeywell; or (b) Supplier will design, develop, or create in connection with this Agreement; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop, or create are deemed to be "**Confidential Information**" of Honeywell, except if (i) Supplier can demonstrate that the information was rightfully in Supplier's possession before receipt from Honeywell and not accompanied by a duty of confidentiality, (ii) the information is or becomes a matter of public knowledge through no fault of Supplier, (iii) the information is rightfully received by Supplier without an accompanying duty of confidentiality, (iv) independently developed by Supplier without use of Honeywell's Confidential Information, or (v) disclosed under operation of law, provided Supplier notifies Honeywell and, at Honeywell's request and expense, cooperates in all respects to contest the disclosure or obtain a protective order or other remedy. Confidential Information may not be used by Supplier for any purpose other than for performing this Agreement, may not be disclosed to any third party, and will be returned to Honeywell upon the earlier of Honeywell's written request or completion of this Agreement. If, with Honeywell's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Honeywell for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Honeywell's purchase of Products under this Agreement, the terms of this Agreement, the substance of any discussions or negotiations concerning this Agreement, or either Party's performance under this Agreement.
- B. Data Security. Supplier will comply with **Honeywell's Security Terms and Conditions for Suppliers** attached to this Agreement.
- C. Data Privacy. "**Applicable Data Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations. "**Business Contact Details**" means business contact details relating to an individual in a Party's business, such as first name, last name, initials, email address, job title or place of work, that are needed by the other Party for the purposes of managing the relationship between the Parties. "**Personal Data**" means any information relating to an identified or identifiable natural person as defined under Applicable Data Privacy Laws. The terms "**Service Provider**" or "**Contractor**" will have the meaning defined in the California Consumer Privacy Act (CCPA) as amended or analogous definitions in Applicable Data Privacy Laws. Each Party may process the Business Contact Details or additional categories of Personal Data of the other in connection with this Agreement as an independent Data Controller (as that term or similar variants may otherwise be defined under Applicable Data Privacy Laws) to the extent necessary to perform their obligations hereunder. If the Parties transfer Personal Data from the European Economic Area (EEA), UK, Switzerland or any other jurisdiction that restricts the cross-border transfer of Personal Data or requires a data transfer mechanism for data transfers to locations outside of that jurisdiction, each Party agrees to be bound by the terms of the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("**Controller SCCs**") in its capacity as "data exporter" or "data importer," as applicable, and as those terms are defined therein. For jurisdictions outside of the EEA, all references to "GDPR" in the Controller SCCs will be deemed to refer to Applicable Data Privacy Law. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out in the "Controller to Controller Transfers" document published at <https://www.honeywell.com/us/en/company/data-privacy>. If there is a conflict between this Agreement and the SCCs, the Controller SCCs will prevail. Where there is a change in the law that requires that the Controller SCCs be amended or replaced, such legally required changes shall be deemed to have been made automatically without further action by the Parties.

19. INDEMNIFICATION

Supplier will, at its expense, defend, hold harmless, and indemnify Honeywell and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, employees, and customers (collectively “**Indemnitees**”) from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict (“**Loss**”) incurred by or demanded of an Indemnatee arising out of, resulting from or occurring in connection with Supplier’s Products, the acts, omissions, negligence, or willful misconduct of Supplier or its personnel, Supplier’s breach of the terms of this Agreement, or any theft or other misappropriation of Honeywell’s or its personnel’s information, property, or funds by Supplier or its personnel, or actual or alleged infringement of any patent, copyright or trademark; unlawful disclosure, use or misappropriation of a trade secret; or violation of a intellectual property right. Supplier will, at Honeywell’s option and Supplier’s expense, obtain for Honeywell either the right to continue using and selling the Products or replace or modify the Products to make them non-infringing. Indemnatee may participate in the defense or negotiations to protect its interests. Supplier will not enter into any settlement or compromise without Honeywell’s prior written consent, which will not be unreasonably withheld. If Honeywell is obligated to pay any Loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such Loss or any damages to the extent Supplier causes or contributes to such Loss or any damages. Nothing in this Section limits Honeywell’s right to claim all actual damages sustained by Honeywell as a result of Supplier-caused delays.

20. INSURANCE

Supplier will maintain, at its sole cost and expense, insurance which includes, but is not limited to, commercial general liability (including products and completed operations liability) in a sum no less than \$5 million per occurrence and annual aggregate, commercial automobile liability in a sum no less than \$5 million per occurrence, worker’s compensation in an amount no less than the applicable statutory minimum requirement, and employer’s liability in an amount of no less than \$1 million per accident/per employee with insurance carriers with an AM Best rating of no less than A- VII or equivalent. If Products will be designed for use on or in connection with aircraft (including, but not limited to, missiles, spacecraft, launch vehicles, lighter-than-air vehicles, remotely piloted vehicles and ground support or control equipment used therewith), Supplier will maintain aviation products liability insurance, inclusive of grounding, contractual, and war liability coverage, in a sum no less than \$25 million per occurrence before delivery of any Products or commencement of any services under this Agreement, Supplier will provide to Honeywell evidence that Supplier maintains the described insurance, and Supplier will provide Honeywell 30 days advance written notification of cancellation or material change of required insurances. For commercial general liability, Supplier will include Honeywell International Inc. as additional insured. Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Agreement.

21. AUDIT AND RECORDS

- A. Records. Supplier will retain and preserve all records and materials, including invoice records, pertaining to this Agreement, for a period of seven (7) years after the final delivery, expiration or termination of this Agreement, or for the period prescribed by applicable law, whichever period is longer.
- B. Audit. At any time during the term of this Agreement and for seven (7) years following the expiration or termination of this Agreement, or for the period prescribed by applicable law, whichever period is longer, Honeywell (or its duly authorized agents) may, upon no less than ten (10) days prior written notice to Supplier, audit Supplier’s books and records to verify Supplier’s compliance with its obligations under this Agreement. With regard to any information provided by Supplier that is not otherwise publicly available or owned or licensed by Honeywell, Honeywell will use such information only for purposes of determining Supplier’s compliance with this Agreement. Supplier will provide Honeywell access to Supplier’s books, other pertinent records, and any other information as requested by Honeywell’s auditors at no cost to Honeywell during normal working hours. Supplier will promptly correct any deficiencies discovered as a result of the audit.

22. GOVERNING LAW AND FORUM

- A. Governing Law for US entities. The construction, interpretation, performance, and enforcement of this Agreement, and the Parties' relationship in connection with this Agreement, or any related claims, whether founded in contract, tort or otherwise, will be governed by the laws of the State of New York, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto), and the federal or state courts in New York, New York will have exclusive jurisdiction of any dispute.
- B. Asia and Pacific. The construction, interpretation and performance of all transactions under this Agreement will be governed by the laws of the country under which the Honeywell entity is formed, excluding the UN Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity, will be finally resolved in accordance with the rules of arbitration as noted below depending on in which country Honeywell entity is formed. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction. The place of arbitration and the language of arbitration will be selected by Honeywell.
- 1) China. In accordance with the arbitration rules of the China International Economic and Trade Arbitration Commission;
 - 2) Singapore, Indonesia, Vietnam, Australia, New Zealand or any other APAC country not specifically stated here. In accordance with the arbitration rules of the Singapore International Arbitration Center;
 - 3) Korea. In accordance with the arbitration rules of the Korean Commercial Arbitration Board;
 - 4) Hong Kong. In accordance with the arbitration rules of the Hong Kong International Arbitration Center;
 - 5) Malaysia. In accordance with the arbitration rules of the Asian International Arbitration Centre;
 - 6) Taiwan. In accordance with the arbitration rules of the local Arbitration Act;
 - 7) Japan. In accordance with the arbitration rules of The Japan Commercial Arbitration Association.
- C. India. The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the Parties' relationship in connection therewith or any related claims, whether founded in contract, tort or otherwise, will be governed by the laws of India without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator selected by the Parties, in accordance with the Arbitration and Conciliation Act, 1996, which rules are deemed incorporated by reference into this clause and this Agreement. If after 60 days the Parties cannot agree on a sole arbitrator, then each Party will select one arbitrator, and the two arbitrators will select a third. The arbitration will be conducted in English, and any non-English documents submitted by a Party must be accompanied by an accurate English translation. The arbitrator(s) will allow appropriate discovery and resolve the dispute as expeditiously as possible, and if reasonably practicable, within 120 days. Judgment upon the arbitration award will be final and binding and may be entered by any court having jurisdiction thereof. The place of arbitration will be Bangalore, India.
- D. Turkey. The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the Parties' relationship in connection therewith or any related claims whether founded in contract, tort or otherwise, will be governed by the laws of Turkey without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Although the proceedings may be conducted in Turkish, any non-English documents submitted by a Party must be accompanied by an accurate English translation.
- E. Europe, Middle East and Africa. The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the Parties' relationship in connection therewith or any related claims whether founded in contract, tort or otherwise, will be governed by the laws of England without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will

be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce. 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.

- F. Canada; Mexico, Central and South America. The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the Parties' relationship in connection therewith or any related claims whether founded in contract, tort or otherwise, will be governed by the laws of the country in which the Honeywell legal entity is organized without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). If Honeywell is a legal entity formed in Canada, then this Agreement will be further construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- G. Continued Performance. Supplier covenants to continue to perform obligations under this Agreement during efforts to resolve disputes, including the timeframe from when the dispute is first identified to the point when the dispute is ultimately resolution.
- H. Executive Escalation. Before the Parties initiate any legal action ("**Dispute**"), other than injunctive relief, both Parties will meet in good faith to seek to resolve and settle any Disputes.

23. NOTICES AND POINTS OF CONTACT

All notices, requests, demands and other communications relating to this Agreement must be in writing and delivered: (1) personally; (2) by a recognized overnight courier; (3) by certified first class mail, postage prepaid; or (4) by electronic transmission (email), with proof of delivery (each to the respective address appearing on this Agreement) to each Party's designated authorized representative. A notice will be deemed given (a) on the date delivered if delivered personally, (b) one (1) business day after being placed in the custody of an overnight courier as specified, (c) five (5) business days after being placed in the mail, or (d) on the date of successful delivery when sent by email. For the purposes of this Agreement, when a provision calls for Honeywell's written permission, consent, or signature, such permission, consent, or signature must be given by Honeywell's authorized representative. All communications will be sent to the individuals set forth below or to such other individuals as may be designated by a Party by giving written notice to the other Party.

If to Honeywell:

Attn:

Email:

With an additional copy to (for impactful, substantive notices, such as notice of breach, termination):

Attn:

If to Supplier:

Attn:

Email:

24. GENERAL

- A. Assignment and Subcontracting. This Agreement will be binding on Supplier and its respective permitted successors and assigns. Supplier will not assign this Agreement, or any rights or obligations under this Agreement, or subcontract all or any aspect of the work called for without the prior written approval of Honeywell. Any transfer of this Agreement by Supplier by merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Supplier will constitute an assignment for the purposes of this Agreement. Any assignment or subcontract without Honeywell's written approval will be voidable at the option of Honeywell. Honeywell may assign this Agreement, or any of its rights or obligations under this Agreement to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the Honeywell product line or business to which this Agreement relates without Supplier's consent and upon written notice to Supplier. The supplier will be responsible for all its subcontractors and any act or omission of any Supplier subcontractor will be deemed an act or omission of Supplier for purposes of this Agreement.

- B. Modification. No amendment, modification, or discharge of this Agreement, and no waiver, will be valid or binding unless set forth in a signed writing by a duly authorized purchasing representative of Honeywell
- C. Survival. all provisions of this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement or any applicable PO.
- D. Regulatory Compliance. Supplier will comply with the Regulatory Compliance Attachment to this Agreement.
- E. Publicity. Supplier will not use Honeywell's name or marks without Honeywell's express written consent or refer to or identify Supplier's work and/or relationship with Honeywell publicly, including without limitation in any advertising or publicity releases or promotional or marketing materials. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Honeywell's use of its services or products constitutes Honeywell's endorsement of its services or products.
- F. Entire Agreement. Except as otherwise provided herein, all terms in this Agreement and any attachments constitute the entire agreement between the Parties with respect to the subject matter in this Agreement, and supersede all prior verbal or written agreements, commitments, or understandings, representations and negotiations.

The Parties have executed this Agreement on the dates set forth below.

For Supplier**For Honeywell****Signature:****Signature:****Name:****Name:****Title:****Title:****Date:****Date:**

ATTACHMENT

REGULATORY COMPLIANCE

1. COMPLIANCE WITH LAWS AND INTEGRITY

- A. Supplier will comply with all laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("**Code**") in performing this Agreement. A copy of the Code may be obtained at <http://hwll.co/CodeOfConduct>. Supplier agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws. Supplier and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Honeywell, to its employees, agents or representatives, other than payments set forth in this Agreement or other written contractual agreement between Supplier and Honeywell; or (b) to or from any third party for the purpose of influencing the performance by Supplier or Honeywell of its respective duties hereunder. Supplier warrants and represents it has and will comply with the U.S. Foreign Corrupt Practices Act ("**FCPA**"), UK Bribery Act, EU and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Agreement and grounds for termination of this Agreement.
- B. Supplier acknowledges that in the event of Supplier's breach of its obligations, warranties and representations under this section, Honeywell may suffer damage to its reputation and loss of business which is incapable of accurate estimation. Supplier will indemnify and hold harmless Honeywell from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Supplier's breach of this Section.

2. SOCIAL AND ENVIRONMENTAL GOVERNANCE

- A. Management System. Supplier must have a management system dedicated to compliance with applicable environmental, health and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment (for example: ISO14001:2015/OHAS 18001:2007).
- B. REACH. Upon request, in form and substance satisfactory to enable Honeywell to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("**REACH**"), Supplier will provide Honeywell with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Products supplied under this Agreement, including all safety information required under REACH and information regarding the registration or pre-registration status of any Products pursuant to REACH promptly but no later than 45 days of receiving such request. Supplier agrees that it will include any Honeywell "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier notifies Honeywell that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case Honeywell will have the right to terminate this Agreement, without incurring any damages.
- C. RoHS Directives. Absent Honeywell's prior written consent, no Products will contain any of the substances identified in Article 4.1 of the European Parliament Directive (2011/65/EU collectively, the "**RoHS Directives**") (as such RoHS Directives are updated from time to time) or similar applicable laws or regulations, restricting the use of hazardous materials in other jurisdictions.
- D. Montreal Protocol. Products will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.
- E. Proposition 65. Supplier will comply with its obligations under the Safe Drinking Water and Toxic Enforcement Act of 1986 of the State of California ("**Proposition 65**"). If the Products contain any Proposition 65 listed chemicals, the Products will be delivered with the warning labeling in full compliance with Proposition 65. If such chemicals are within safe harbor levels not requiring warning labeling under

Proposition 65, Honeywell may request Supplier to provide certification, test protocol and test results evidencing that warning labeling is not required.

- F. WEEE Directive. Supplier will be responsible for all costs and liabilities for or relating to the recycling of Products pursuant to the most current version of European Parliament Directive 2012/19/EU (the “**WEEE Directive**”) as the WEEE Directive is updated from time to time and as any such Directive is implemented in any country.
- G. Toxic Substances. Supplier will avoid use of materials of concern in the Products provided to Honeywell, including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane etc.), Carcinogens (known or suspected), Mutagens, Radioactive materials, Reproductive toxins (known or suspected), Beryllium, Hexavalent, Chromium, Asbestos or other respirable fibers, Ozone depleting substances, Brominated flame retardants or Nanoparticles. Supplier will pro-actively inform Honeywell of any above listed substances content in any Products supplied under this Agreement. If applicable, Supplier will be responsible for all costs and liabilities for or relating to the disposal and/or recycling of materials, waste and products.
- H. Pre- and Polyfluorinated Substances (PFAS) Disclosure. Supplier has an affirmative duty to disclose to Honeywell, in writing, any products, components, materials or other items (collectively, “**Items**”) it provides under this Agreement that contain Per- and Polyfluorinated Substances (“**PFAS**”), as that term is used in regulations requiring the reporting of such substances, including those issued by the US Environmental Protection Agency, either in or on the Items or used in the manufacture of the Items (“**PFAS Items**”). This is a continuing duty to disclose from the Effective Date of this Agreement through fulfillment of the last order hereunder, even if Supplier begins providing the PFAS Items after commencement of this Agreement. Further, Supplier represents and warrants that it has a process, or will implement one within 6 months of the Effective Date, for reasonably ascertaining whether and where PFAS Items may be entering Supplier's supply chain. Following any such disclosures, the Parties will cooperatively work to ascertain the specific chemicals contained in any PFAS Items, and how to mitigate or eliminate them.
- I. Conflict Minerals Compliance. In accordance with applicable “Conflict Minerals” laws, Honeywell must determine whether its products contain tin, tantalum, tungsten or gold (“**3TG**”) originating in the Democratic Republic of the Congo and adjoining countries (“**Conflict Minerals**”). To the extent Supplier supplies direct materials containing 3TG to Honeywell under this Agreement, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to Honeywell. If requested, Supplier will promptly provide information or representations that Honeywell reasonably believes are required to meet its conflict minerals compliance obligations.

3. IMPORT AND EXPORT COMPLIANCE

- A. Import. In the event government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the goods imported under this Agreement Honeywell reserves the right to terminate this Agreement in accordance with the Termination provisions.
- B. Export. Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Agreement.

If the receiving Party receives hardware, Technical Data, manufacturing drawings, Specifications, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all U.S. export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside the U.S., in the performance under this Agreement. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (“**ITAR**”), and (b) Exports Controls Act of 2018, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (“**EAR**”), and all applicable local export laws and regulations if the receiving Party is located outside the U.S.

No hardware, Technical Data, manufacturing drawings, Specifications, software or similar type items whose export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to “**Foreign Persons**,” as defined in the above stated laws and regulations, without

specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required.

If the receiving Party intends to transfer, disclose or export any the disclosing Party Technical Data, manufacturing drawings, Specifications, software or similar type items to any "Foreign Persons", prior written authorization of the disclosing Party must be obtained prior to the receiving Party obtaining U.S. Government licenses or other approvals as stated above. The receiving Party agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

4. U.S. GOVERNMENT COMPLIANCE

To the extent this Agreement (i) is in furtherance of a United States Government contract or subcontract that is subject to the U.S. Federal Acquisition Regulation (FAR) and/or other agency supplements, it incorporates by reference the Supplemental Provisions Under Fixed Price U.S. Government Contracts for Commercial Items, or (ii) is funded or otherwise the subject of a United States Government Grant, it incorporates by reference the Supplemental Provisions Under U.S. Government Grants, both sets of Supplemental Provisions are accessible at <https://www.honeywell.com/en-us/company/integrity-and-compliance>.

To the extent employment activities of Supplier occur in the United States and if otherwise applicable **this contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.**

5. NON-MILITARY END USER AND END USE CERTIFICATION (MEU RULE)

In order to satisfy U.S. export control laws, the Supplier confirms that it is not an entity that meets the definition of a military end user in China (including, Hong Kong and Macau), Russia, Belarus, Myanmar/Burma, Venezuela, or Cambodia ("**Military End User**") or sells items that support or contribute to a Military End Use by a Military End User. Military End User includes any entity that is part of the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support "military end uses." "**Military End Uses**" includes use of an item to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items. In addition, the Supplier will not divert or in any way utilize or sell products, materials, or technology/technical data/specifications supplied by or on behalf of Honeywell to Supplier under or in connection with the Agreement to/for any entity which is a Military End User or for Military End Uses by a Military End User. Supplier will immediately notify Honeywell and cease all activities associated with the transaction in question if it knows or has a reasonable suspicion that such products, materials, technical data, plans, or specifications may be exported, reexported, or transferred to a Military End User or in support of a Military End Use by a Military End User. Supplier's failure to comply with this provision will be deemed a material breach of the Agreement. Notwithstanding anything to the contrary in the Agreement, Honeywell may take any and all actions required to ensure full compliance with applicable export control laws without Honeywell incurring any liability.

6. SANCTIONS

Supplier represents, warrants, and agrees that:

- A. Supplier is not a "**Sanctioned Person**," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba; Iran; North Korea; Syria; and the Crimea, the so-called People's Republic of Donetsk, and the so-called People's Republic of Luhansk regions of Ukraine/Russia)

(“**Sanctioned Jurisdictions**”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

- B. Relating to this Agreement, Supplier is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“**Sanctions Laws**”). Supplier will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this Agreement and performance under this Agreement. Supplier will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
- C. Supplier will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Supplier will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Supplier’s failure to comply with this provision will be deemed a material breach of this Agreement, and Supplier will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Supplier agrees that Honeywell may take any and all actions required