

## TERMS OF SALE

1. GOVERNING TERMS. In the absence of superseding terms and conditions expressly agreed to in writing by Honeywell, all sales by Honeywell are expressly limited to and exclusively governed by these terms and conditions, notwithstanding receipt or acknowledgment of any customer document containing additional or different terms, or conflicting oral representations by any agent or employee of Honeywell. The order of precedence for resolving conflicts and inconsistencies shall be: (i) the provisions on the face of Honeywell's invoice or shipping documents accompanying your product, (ii) the terms, conditions and provisions of Honeywell's proposal, if any, and (iii) these terms and conditions. All sales by Honeywell are subject to acceptance by Honeywell.

2. DEFINITIONS. (i) "Equipment": All materials and supplies described in Honeywell's proposal or on the face of Honeywell's invoice/shipping documents; (ii) "Licensed Software": All Software described in Honeywell's proposal or on the face of Honeywell's invoice/shipping documents; (iii) "Licensed Use": A particular use as described in Honeywell's proposal or on the face of Honeywell's invoice/shipping documents, for which the customer is authorized to use the Licensed Software; (iv) "Order": Honeywell's proposal, if any, and Honeywell's invoice/shipping documents shall together constitute the Order; (v) "Software": Machine-readable object and/or source code, including executable programs and firmware, and user documentation in written or electronic object code form ("Software" may include Licensed and Unlicensed Software); and (vi) "Unlicensed Software": Software which may be included on the storage media containing Licensed Software that the customer is not authorized to use under the Order.

### 3. DELIVERY, RISK OF LOSS AND TERMS OF

PAYMENT. All deliveries shall be F.O.B. Honeywell's facility. Risk of loss or damage shall pass to customer upon delivery to the carrier. Payment terms are net thirty (30) days from the date of Honeywell's invoice. All payments must be made in the legal currency of the United States. In the case of purchase for destination outside the United States, all payments must be received prior to shipment. All shipments and deliveries shall be subject to continuing approval of customer's credit by Honeywell. Any payment not received by the due date shall be subject to an interest charge of one percent (1%) per month or maximum allowed by law. Interest shall be imposed monthly and debited to customer's account. Customer is responsible for all sales, use, excise, and other similar taxes, duties and charges levied as a result of this Order. Honeywell's pricing is exclusive of all such taxes, duties and charges.

4. DELAYS. Honeywell shall not be liable for any failure to meet its obligations if such failure is due to any cause beyond Honeywell's reasonable control ("force majeure"). All performance and delivery dates are approximate only. In the event of delays in delivery or performance caused by force majeure or customer, the date of delivery or performance shall be extended by a corresponding period and, in the case of customer-caused delay, the price and other affected terms shall be equitably adjusted. In addition, if delivery of Equipment is delayed due to the acts or omissions of customer, Honeywell may store the Equipment at customer's risk and expense and invoice customer for any payments that would have otherwise been due had there been no delay in delivery.

### 5. SOFTWARE LICENSE.

5.1 License. Honeywell grants to customer under the Order a nonexclusive license to use Licensed Software solely for customer's own internal purposes in accordance with the Licensed Use. Customer shall not reverse compile, disassemble, or otherwise reverse engineer any Software. Honeywell and its third-party suppliers shall retain sole ownership of the Software.

5.2 Additional Licenses or Use. Customer must receive Honeywell's prior written consent and pay additional license fees before using Licensed Software outside the Licensed Use.

5.3 Copies and Modifications. Customer may make only 2 copies (or the number of copies allowed under applicable law) of the Software in non-printed, machine-readable form, to be used solely for archival or backup purposes ("Archival Copies"). Customer shall include all copyright and trade secret notices and serial numbers on the Archival Copies, which shall be owned solely by Honeywell or its third-party suppliers. Customer may not modify the Software except as authorized by Honeywell in writing.

5.4 Transfer of Licensed Software. Customer may transfer its license to use the Licensed Software to a third party only if Honeywell gives its prior written consent. If customer will not be

the end user of the Licensed Software, Honeywell hereby consents to the transfer of the Software to the end user provided customer first obtains the end user's written agreement to accept these terms and conditions and thereafter provides Honeywell with a copy of said agreement, if so requested.

5.5 Demonstration Use. If Software has been provided to customer for demonstration or evaluation purposes, customer may use such Software for a period of 90 days from the date the Software was delivered to customer. After this 90 day period, customer agrees to either return the Software to Honeywell or pay the applicable license fee for customer's continued use of the Software and to abide by these terms and conditions.

5.6 Term and Termination of License. The license granted herein is effective on the date Honeywell ships the Licensed Software. Honeywell may terminate this license if customer defaults under the Order, and does not remedy such default within ten (10) days after receiving written notice thereof from Honeywell, or is in bankruptcy, insolvency, dissolution, or receivership proceedings. Upon termination of this license, Honeywell may repossess the Software and all copies without further notice. Promptly upon termination of this license, customer shall immediately cease all use of Licensed Software and return or destroy, as directed by Honeywell, all copies of the Software.

## 6. WARRANTIES.

6.1 Equipment. Honeywell warrants all Equipment will materially comply with Honeywell's published specifications for 12 months from shipment. Third party Equipment not listed in Honeywell's published price list is warranted in accordance with the published warranty of the supplier to the extent Honeywell has the right to such warranty. Non-complying Equipment returned transportation prepaid to Honeywell will be repaired or replaced, at Honeywell's option, and return-shipped lowest cost, transportation prepaid. Items subject to wear or burnout through usage (such as lamps or ribbons) shall not be deemed defective because of wear or burnout. Repaired or replaced Equipment shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer. Under emergency conditions, Honeywell will ship replacement parts to customer before receiving the defective parts from customer. If Honeywell does not receive the defective parts transportation prepaid within 30 days after shipment of the replacement parts, customer will pay Honeywell's then-current list price for those parts.

6.2 Software. Licensed Software will materially comply with Honeywell's published user documentation, or with Honeywell's designs or specifications generated specifically for customer, for 12 months from shipment. If customer notifies Honeywell of materially non-complying Licensed Software and provides a description allowing the error to be repeated, Honeywell will, at Honeywell's option, either: (i) provide customer with a correction or replacement Licensed Software; or (ii) make instructions available to customer to modify the Licensed Software. Honeywell warrants that the Licensed Software provided under this Agreement was scanned for viruses known to Honeywell prior to delivery to carrier or customer. Because viruses could be introduced to the Licensed Software after delivery to carrier or customer, Honeywell recommends that customer regularly scan Licensed Software with updated virus scanning software.

6.3 Exclusions. These warranties shall not apply if a failure or defect is due in whole or in part to: (i) improper use, application, maintenance, operation or installation of the Equipment or Software, or exposure of the Equipment or Software to operating environments outside Honeywell's specifications; (ii) any modification of the Equipment or Software in a manner inconsistent with the applicable user documentation or not otherwise approved in writing by Honeywell; or (iii) use of the Equipment or Software with equipment or software not approved in writing by Honeywell. Any costs incurred by Honeywell in the repair of faults or errors related to these actions shall be reimbursed by customer at Honeywell's then-current rates and customer shall indemnify Honeywell against any damages suffered by Honeywell that are directly related to such faults or errors.

6.4 Limitations. THE ABOVE WARRANTIES ARE EXCLUSIVE. IN NO EVENT SHALL HONEYWELL OR ITS SUPPLIERS BE LIABLE FOR ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. PATENT INFRINGEMENT. Honeywell warrants that it has developed, owns and/or possesses all rights and interests in the Equipment and Licensed Software necessary to enter into this Agreement, and shall, if requested to do so, defend or may settle, at its own expense and its sole discretion, any suit or proceeding brought against customer insofar as the suit or proceeding is based upon a claim that any item developed by Honeywell and furnished to customer hereunder infringes any copyright, patent, trade secret, or other proprietary right belonging to a third party, provided that Honeywell is notified promptly in writing and that customer gives Honeywell all available information, and assistance to do so. Honeywell shall pay all damages and costs that may be awarded against customer resulting from such suit or proceeding. Honeywell shall not be bound by any settlement or compromise of any charge of infringement made without its written consent. This indemnity shall not apply to any infringement arising out of use of the Equipment or Licensed Software in any manner not authorized by this Agreement or in combination with other equipment or software where such infringement would not have occurred but for its use in combination with such other equipment or software. If any use of the Equipment or Licensed Software is found to be an infringement, Honeywell will have the option to either: (i) procure for customer the right to continue using the Equipment or Licensed Software; (ii) replace same with non-infringing Equipment or Licensed Software; (iii) modify the Equipment or Licensed Software so that it becomes non-infringing; or (iv) remove the Equipment or Licensed Software and refund the license fee paid by customer for the same.

8. INDEMNIFICATION, LIMITATION OF LIABILITY. Honeywell shall be responsible for and shall indemnify the customer against all losses, claims, expenses or damages which may result from any accident, injury, or damage either to persons or property, or from death of any persons, but only to the extent that the accident, injury, damage, or death is due to the negligence of Honeywell, its agents, employees, or subcontractors. IN NO EVENT SHALL HONEYWELL, ITS SUPPLIERS OR CUSTOMER BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES RELATING TO OR ARISING OUT OF PERFORMANCE OR FULFILLMENT OF THE ORDER, INCLUDING SUCH DAMAGES BASED ON CONTRACT, NEGLIGENCE, WARRANTY OR OTHERWISE.

9. COMPLIANCE WITH LAWS. Customer shall comply with all local laws and regulations applicable to the installation, use, or import of the Equipment and Licensed Software. Customer shall comply with all applicable export control laws and regulations of the United States and any other country having proper jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all products, technology and software (the "Honeywell Products") delivered under the Order. Customer shall not sell, transfer, export or re-export any Honeywell Products for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons, or missiles, nor use Honeywell Products in any facility which engages in activities relating to such weapons or missiles. In addition, Honeywell Products may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until customer, at no expense to Honeywell, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to Honeywell and adequate in Honeywell's opinion to protect Honeywell against any type of liability.

10. GENERAL. Any change to or waiver under these terms and conditions must be in writing signed by Honeywell and waiver in one case shall not be waiver in a subsequent case. The laws of Arizona and the United States shall solely govern the Order and its terms and conditions and all related disputes, without regard to any conflicts of law provisions or any provisions of the 1980 United Nations Convention on the International Sale of Goods. Provisions herein which by their very nature are intended to survive termination, cancellation or completion of the Order shall so survive such termination, cancellation or completion.

11. SERVICES TERMS AND CONDITIONS (Applicable in addition to above if services ordered)

11.1 Services Warranty. As a part of Honeywell's warranty under 6 above, Honeywell warrants that all work will be performed in a good and workmanlike manner. If within 90 days after completion of any work under the Order, customer notifies Honeywell that the work was not performed in a good and workmanlike manner, Honeywell shall re-perform such work at no charge to customer.

11.2 Services Limitation of Liability. As a further limitation under 8 above, Honeywell's maximum liability for all claims of any kind for losses or damages in connection with services provided under the Order, for any cause whatsoever and regardless of the form of action, whether in contract or in tort and including, but not limited to, negligence, shall be limited to the total amount of the services fees paid by customer to Honeywell during the period of 1 year immediately preceding the date upon which any such claim is made to Honeywell.

11.3 Environmental Conditions and Suitability for Services. It is the responsibility of customer to provide a hazard-free environment for the Equipment and Software that is the subject matter of Honeywell's services. Honeywell may, upon written notice, require that any safety hazard or interference to Equipment or Software be promptly corrected at customer's expense. Customer shall provide Equipment and Software in a condition suitable for Honeywell's services, including, without limitation, all: (i) necessary documentation and diagnostics, including prints, schematics and wiring diagrams, (ii) operating expendable supplies and identified spare parts, and (iii) electrical work external to the Equipment. Honeywell shall be given full and free access to the Equipment and Software.

11.4 Non-Hiring Clause. Customer agrees that it shall not employ, directly or indirectly, any Honeywell representative providing services under the Order for 1 year after such representative ceases to be employed by Honeywell.

12. ELECTRONIC ORDERING TERMS AND CONDITIONS (Applicable in addition to above if order entered electronically)

12.1. Honeywell Web Site. If you are ordering products or services electronically on the Honeywell Web Site, then in addition to these Terms of Sale, your Order shall also be subject to all terms, conditions and policies set forth on the Honeywell Web Site, including without limitation the Honeywell Web Site Use Agreement. In such event, the term "proposal" as used herein includes, without limitation, any electronic web site established by Honeywell for receiving customer orders, together with all terms, conditions and policies accompanying such web site.

12.2 Shipping Charges. Shipping charges will be identified separately and, at Honeywell's option, included within your total Order invoice amount or billed separately.

12.3 Taxes. All taxes, duties and other charges for which you are responsible will be identified separately and, at Honeywell's option, included within your total Order invoice amount or billed separately.

12.3 Credit Card Payments. Upon acceptance of an Order by Honeywell, Customers paying by credit card may have their credit card debited for the total amount of products and services ordered. IF PAYMENT BY CREDIT CARD IS SELECTED, YOUR ACCEPTANCE OF THESE TERMS OF SALE (BY CLICKING THE "I ACCEPT" BUTTON AT THE TIME OF ORDER ENTRY) AUTHORIZES HONEYWELL TO CHARGE YOUR CREDIT CARD PURSUANT TO THESE TERMS OF SALE. YOU MAY CANCEL THIS AUTHORIZATION AT ANY TIME BY NOTICE IN WRITING.