

Sold / Bill To:

Honeywell, spol. s r.o.
V Parku 2326/18
Praha - 148 00
Czech Republic
ICO: 18627757

HFM: 101317

Purchase Order

| Number | Version | Date |
|------------|---------|-----------|
| 4500207902 | 0 | 22-MAR-17 |

Honeywell's Purchase Order number and line item number must appear on all shipping documents and notices, bills of lading, and all correspondence related to this order. Unless prohibited by law or otherwise indicated on the face of this Purchase Order, all Payment terms shall commence from the date upon which both (i) a correct invoice is received at the specified "Credit to - mailing" address and in accordance with the Net terms of payment indicated below subject to Honeywell's normally scheduled twice monthly payment runs and (ii) all goods and/or services are received in conformance with the Purchase Order. This Purchase Order is subject to and governed by the General Terms and Conditions of Purchase attached which are hereby incorporated and form part of this purchase order.

| | |
|---|--------------|
| Vendor Address: | |
| VYSOKE UCENI TECHNICKE V BRNEFAKULTA STROJNHO INZENYRSTVI | |
| TECHNICKA 2896 2 | |
| BRNO - 616 69 | |
| Jihomoravsky,Czech Republic | |
| E-mail: XXX | |
| Your Vendor Number with us: | 1026361 |
| Vendor Contact: | 420541142164 |

| | |
|---|-------|
| Address for invoices: | |
| Preferred way in PDF to XXX | |
| HONEYWELL, spol. sr.o.- HTS CZ o.z.(289C) | |
| PO Box 19 | |
| Honeywell Sro | |
| Turanka 96 | |
| 627 00 Brno | |
| Czech Republic | |
| Invoice Enquiry Emailing Address | - XXX |
| Invoice Enquiry Phone Number | - |

| | |
|---------------------------------------|--|
| Ship to: | |
| HONEYWELL, spol. s r.o. - HTS CZ o.z. | |
| HTSL CC289C | |
| Honeywell, spol.s.r.o.-Glo | |
| Turanka 96/123 | |
| CZ-627 00 BRNO | |

| | |
|---------------------------|-----|
| Honeywell Contact: | |
| Buyer: | XXX |
| | XXX |
| Requisitioner: | |

Supply should be strictly in accordance with the prices, taxes & terms and conditions of this purchase Order and attachments hereto, which forms part of this order.

| | |
|---|------------------|
| Terms of Payment: | 100% 90 Days Net |
| Currency : | CZK |
| Incoterms : | |
| PO Number in reference contact number : | |

| Item | Material/Description | Quantity | UoM | Unit Price | Net Amount | TAX |
|---------------------------|---|-------------|-----|------------|------------|-----|
| 10 | Pronájem experimentálního rodinného domu | 1,00 | EA | XXX | XXX | |
| | Delivery Date: | 01-APR-2017 | | | | |
| | Objednávka pronájmu experimentálního rodinného domu na VUT, Fakulta Strojního inženýrství, po dobu 12-ti měsíců dle bodu b) a dále objednávka podpory po dobu 14-ti pracovních dní dle bodu a) (p esný obsah prozatím nespecifikován) Doba od 1.4.2017 do 31.3.2018 | | | | | |
| Total net value excl. tax | | | | CZK | XXX | |

All prices are without VAT.

Our VAT code: CZ18627757

Note: Ensure the prices & taxes on your invoice correspond exactly to those given in the PO. Any deviation would delay accounting & payment. Any queries related to the supply under this Purchase Order to be addressed to the buyer identified above.

This is an electronically generated document that has been digitally approved by the authorized signatories of the company and requires no signature on it.

Deliver the goods to "Ship To" address written in the header of the purchase order.

| | |
|---------------------|-----|
| Approved by: | XXX |
|---------------------|-----|

Fakturací adresa :

Honeywell, spol. s r.o.
V Parku 2326/18
Praha - 148 00
Česká republika
ICO: 18627757

HFM: 101317

Adresa dodavatele:

VYSOKE UCENI TECHNICKE V BRNEFAKULTA STROJNÍHO
INŽENÝRSTVÍ
TECHNICKA 2896 2
BRNO - 616 69
Česká republika
I O:00216305
E-mail: XXX
Íslo dodavatele: 1026361
Vendor kontakt: 420541142164

Doružití na:

HONEYWELL, spol. s r.o. - HTS CZ o.z.
HTSL CC289C
Honeywell, spol.s.r.o.-Glo
Turanka 96/123
CZ-627 00 BRNO

Objednávka

| Íslo | Verze | Datum |
|------------|-------|------------|
| 4500207902 | 0 | 22.03.2017 |

Íslo Honeywell objednávky a ísla jednotlivých položek musí být uvedena ve všech právních dokumentech, nákladních listech a na veškeré korespondenci týkající se této objednávky. Pokud to není jinak upraveno platnými právními předpisy nebo jinak uvedeno na titulní straně objednávky, tak lhůta splatnosti datových dokladů - faktur začíná běžet od data, kdy jsou splněny podmínky: (1) žádný datový doklad byl doručen na určenou korespondenční adresu pro faktury a v souladu s platebními podmínkami uvedenými níže, které jsou podmíněny tím, že Honeywellem plánovaných platebních cyklů prováděných dvakrát měsíčně a (2) veškeré zboží a/nebo služby byly doručeny v souladu s objednávkou.

Adresa pro zasílání faktur:

PREFEROVANÁ VERZE V PDF NA XXX
HONEYWELL, spol. sr.o.- HTS CZ o.z.(289C)
PO Box 19
Honeywell Sro
Turanka 96
627 00 Brno
Česká republika
Adresa pro dotazy týkající se faktur - XXX
Telefon pro dotazy týkající se faktur -

Honeywell kontakt:

Nákupčí: XXX
Žadatel:

Objednáváme u Vás toto zboží. Dodávka musí být ve shodě s cenami a podmínkami této objednávky a jejich přílohou.

Platební podmínky :

Měna :

100%90 Days Net

CZK

Incoterms :

Íslo objednávky s odkazem na íslo kontraktu :

| Položka | Materiál/Popis | Množství | Měrná jednotka | Jednotková cena | celková hodnota | DPH |
|----------------------|--|------------|----------------|-----------------|-----------------|-----|
| 10 | Pronájem experimentálního rodinného domu | 1,00 | KAŽ | XXX | XXX | |
| | Dodací termín: | 01.04.2017 | | | | |
| | Objednávka pronájmu experimentálního rodinného domu na VUT, Fakulta Strojního inženýrství, po dobu 12-ti měsíců dle bodu b) a dále objednávka podpory po dobu 14-ti pracovních dnů dle bodu a) (přesný obsah prozatím nespecifikován). Doba od 1.4.2017 do 31.3.2018 | | | | | |
| Celková cena bez DPH | | | | CZK | XXX | |

Ceny uvedeny bez DPH

Naše DI : CZ18627757

Ceny na fakturu musí souhlasit s objednávkou. Jakákoliv odchylka může způsobit zpoždění platby. Při jednání a dodávce, prosím, uveďte kontaktní osobu a íslo objednávky.

Toto je elektronicky generovaný dokument, který prošel interním procesem schválení, proto již nevyžaduje podpis oprávněné osoby.

Zboží dodejte na adresu v hlavičce objednávky.

Schválil:

XXX

GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 2014-03-14)

1. Acceptance - Order of Precedence - Modification

1.1 This purchase order ("Purchase Order") is for the purchase of goods, services, or both as described on the face of this Purchase Order (collectively, "Goods") and is issued by the member of the Honeywell International Inc. group of companies identified on the face of this Purchase Order ("Honeywell"). This Purchase Order is deemed accepted when the supplier to which this Purchase Order is issued ("Supplier") returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier. Honeywell rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document.

1.2 These terms and conditions together with the specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All contract documents related to this Purchase Order are interpreted together as one agreement. But if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) contract documents signed by both parties; b) the face of the Purchase Order and any supplemental terms included or incorporated by reference; then c) these general Purchase Order provisions. No modification of this Purchase Order will be binding on either Party unless set forth in a writing signed by an authorized representative of both Parties specifically stating it is amending this Purchase Order. No course of dealing, prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in this Purchase Order.

2. Delivery, Shipment and Packaging

2.1. Supplier will deliver Goods in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Honeywell. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

2.2. If the delivery schedule is endangered for any reason other than Honeywell's fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method. Honeywell reserves the right to reject, at no expense to Honeywell, all or any part of any delivery that varies from the quantity authorized by Honeywell for shipment. Supplier will not make any substitutions without Honeywell's prior written approval. All items will be packaged according to Honeywell's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Honeywell will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under the Purchase Order unless caused by Honeywell and in no event until delivered to the destination designated by Honeywell. All containers will be properly marked for identification as instructed on Honeywell's Purchase Order and contain a packing slip that details, at a minimum, the Honeywell Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Honeywell's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by Honeywell, and for all international shipments, Supplier will give notice of shipment to Honeywell when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

2.3. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

2.4. Supplier will provide Honeywell with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information Honeywell may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide Honeywell all documents, records, and other supporting information necessary to substantiate the Goods' qualification under an FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

2.5. Within one business day after Supplier delivers the Goods to the carrier, Supplier will send Honeywell a complete set of shipping documents including the commercial invoice, packing list, and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Goods to Honeywell's custody. retainall Property at its expense until disposition Buyer.

3. Notice of Delay

Supplier must immediately notify Honeywell in writing with all information relating to any delay or threatened delay of the timely performance of this Purchase Order.

4. 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 ("Force Majeure Event"), 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 Goods 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 Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods, or labor disputes will not constitute an excusable delay event. The party affected by a Force Majeure Event will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay if it can be remedied. If Supplier's delivery is delayed, Honeywell may, at Honeywell's sole option, cancel deliveries scheduled during the Force Majeure Event or elect to extend the period of performance to cover the period of delay caused by the Force Majeure Event. If a Force Majeure Event occurs that affects delivery of Goods to Honeywell, Supplier will allocate its available supply of Goods in a manner that assures Honeywell of at least the same proportion of Supplier's total output of Goods as was allocated to Honeywell before the Force Majeure Event. If delivery of any Goods is delayed for more than 30 days, Honeywell may, without liability, cancel all or any part of this Purchase Order.

5. Performance Assurance Plan (2) Except pursuant to Buyer's prior

If Honeywell, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, Honeywell may require Supplier to perform under a Honeywell Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order.

6. Shipping Terms, Title and Risk of Loss

6.1. If the Goods will be transported from Supplier's location in the U.S. to Honeywell's location in the U.S., unless otherwise specified on the face of the Purchase Order or in a separate agreement, the F.O.B. point is Honeywell's location. When the F.O.B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Honeywell upon delivery of the Goods to the carrier designated or approved by Honeywell. When the F.O.B. point is Honeywell's location, Supplier bears all risk of loss or damage to the Goods and title passes to Honeywell upon delivery of the Goods at Honeywell's location.

6.2. In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate agreement, Supplier will deliver the Goods DAP (Incoterms 2010) at Honeywell's location.

6.3. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding the foregoing, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock. Honeywell may direct Supplier to ship the Goods to Honeywell or to any third party designated by Honeywell.

7. Import/Customs Compliance

Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Honeywell reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Honeywell due to Supplier's failure to comply with the terms and conditions of this Purchase Order. This clause survives the termination or cancellation of this Purchase Order.

8. Drawback

All drawback of duties, and rights thereto, related to duties paid by Supplier or Honeywell when the Goods are imported or any materials or components used in manufacturing of the Goods will accrue to the exclusive benefit of Honeywell. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub tier suppliers related to the Goods. Supplier will provide Honeywell with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Honeywell to obtain payment.

9. Offset

Supplier will assist Honeywell in obtaining credit from Supplier's government for the value of relevant Goods purchased to meet any present or future contractual offer or industrial benefit requirements imposed upon Honeywell or its subsidiaries or affiliates, if any. Assistance includes, but is not limited to, providing upon Honeywell's request evidence of the existence, value, content, and other pertinent information relating to the purchases. Honeywell reserves the right to claim these credits for itself or third parties. If Supplier awards any portion of the work in this Purchase Order to any lower tier supplier, Supplier will assign

GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 2014-03-14)

to Honeywell any credits obtained from the sub-tier supplier's government relating to this transaction, if any, and assist Honeywell in obtaining such credits.

10. Honeywell-Supplied Materials, Tooling, Equipment and Technical Data

10.1. Title to any material, tooling, equipment, or technical data that Honeywell pays for or provides to Supplier or is responsible for providing to Supplier, including replacements ("Honeywell Property") will remain or vest with Honeywell. Supplier will conspicuously label Honeywell Property as such, maintain it in good condition, keep written records of the Honeywell Property in its possession and the location of the property, not allow any liens to be placed upon it, and not change location without prior written approval from Honeywell. Supplier is responsible for inspecting and determining that the Honeywell Property is in useable and acceptable condition.

10.2. Supplier will use Honeywell Property exclusively to fulfill Honeywell Purchase Orders unless otherwise authorized in writing by Honeywell's procurement representative. Honeywell Property is intended for use at the Supplier's site only or as otherwise authorized in writing by Honeywell's procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Honeywell Property and any loss, damage or destruction of any third-party property resulting from Supplier's negligent use of Honeywell Property. Supplier will not include the cost of any insurance for Honeywell Property in the prices charged under this Purchase Order. Supplier will return Honeywell Property or dispose of it at Honeywell's sole option as it directs in writing. Honeywell makes no representations and disclaims all warranties (express or implied) with respect to Honeywell Property.

11. Price

Supplier will furnish the Goods at the prices stated on the face of the Purchase Order. If prices are not stated on the face of the Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Honeywell. Unless otherwise provided on the face of the Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges that must be separately itemized on all Supplier invoices. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Honeywell of any Goods, Honeywell will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order, if Supplier provides to Honeywell a value-added tax (or equivalent tax) invoice. To the extent Honeywell has not received from Supplier all applicable forms regarding compliance with applicable tax law, Honeywell reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that Honeywell, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

12. Price: Most Favored Customer and Meet or Release

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier for similar goods. If Supplier charges a lower price for similar goods, Supplier must notify Honeywell and apply that price to all Goods ordered under this Purchase Order by immediately paying Honeywell the price difference and applying the lower price to all Purchase Orders. If at any time before full performance of this Purchase Order Honeywell notifies Supplier in writing that Honeywell has received a written offer from another supplier for similar goods at a price lower than the price set forth in this Purchase Order, Supplier must immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price Honeywell, at its option and in addition to other rights or remedies, may immediately terminate the balance of the Purchase Order without liability.

13. Invoicing and Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. All applicable taxes and other government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees, and all incidental charges including but not limited to royalties, selling commissions, nonrecurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of Supplier and the Honeywell entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Honeywell's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms are net 120 days from receipt of invoice and conforming Goods unless otherwise stated on the face of the Purchase Order or other written agreement executed by both parties or as otherwise required by law (in the latter case the payment terms shall be the maximum permitted by law). Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.

14. Setoff

Honeywell may deduct any amount owing from Supplier to Honeywell as a set off against any amount owing to Supplier under this Purchase Order.

15. Inspection

15.1. All Goods may be inspected and tested by Honeywell, its customers, higher-tier contractors, and end users at all reasonable times and places. If inspection or testing is made on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier's standard inspection and testing system must be approved by Honeywell in writing. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to Honeywell during the performance of this Purchase Order, and for such longer periods if specified by Honeywell.

15.2. Final inspection and acceptance by Honeywell will be at destination unless otherwise specified in this Purchase Order. Honeywell may inspect all or a sample of Goods, at its option, and may reject all or any portion of the Goods if Honeywell determines them to be defective or nonconforming within 90 days of delivery. If Honeywell performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Goods are defective or nonconforming, Honeywell may, by written notice to Supplier rescind this Purchase Order as to the Goods; accept the Goods at an equitable reduction in price; or reject the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that the Goods are replacements. If Supplier fails to deliver replacements promptly, Honeywell may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause.

16. Warranty

16.1. Supplier warrants to Honeywell, its successors, assigns, customers, and end users that, during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components): will be free from defects in material, workmanship, and design, even if the design has been approved by Honeywell; will conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Honeywell; will be merchantable; be fit for the intended purposes and operate as intended; will comply with all laws; will be free and clear of any and all liens or other encumbrances; will not infringe any patent, published patent application, or other intellectual property rights of any third party; and will not utilize misappropriated third party trade secret information. Goods that do not meet the preceding standards are collectively called "nonconforming Goods." Services will be performed in accordance with the highest standards in the industry.

16.2. The Warranty Period is 24 months from the date of delivery to the end user or such longer period of time as may have been accepted by Honeywell from Honeywell's customer or on which any longer government requirement covering the Goods ends. These warranties survive delivery, inspection, acceptance, and payment by Honeywell. Claims for breach of warranty do not accrue until discovery of nonconforming Goods, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. Honeywell may, at its election, have the nonconforming Goods repaired, replaced, or corrected at Supplier's expense. Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Goods, 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 Goods 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.

16.3. Supplier represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Supplier in any way from fulfilling all its obligations, duties, and services under this Purchase Order, including without limitation any exclusivity or non-compete arrangement.

17. Changes

Honeywell may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Honeywell procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at Honeywell's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Honeywell within 30 days from the date of the receipt by Supplier of the Honeywell-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Honeywell, Honeywell may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding.

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the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

18. Design and Process Changes

Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of Honeywell's procurement representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

19. Stop Work

At any time by written notice and at no cost, Honeywell may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days (Stop Work Order), and for any further period as mutually agreed. Immediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. At any time Honeywell may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

20. Termination

20.1. The nonbreaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach, except in the case of breach related to safety, health, or security, in which case Honeywell will have the right to immediately terminate the Order. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

20.2. Notwithstanding any firm time period or quantity on the face of the Purchase Order, Honeywell may terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 10 days' prior written notice.

20.3. If Honeywell terminates this Purchase Order under either 20.1 or 20.2, Honeywell's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Honeywell before the date of termination. The payment can be set off against any damages to Honeywell. Upon termination, Honeywell may require Supplier to transfer title and deliver to Honeywell any completed Goods and Honeywell will pay the Purchase Order price for those Goods subject to set off against any damages to Honeywell. Honeywell may also require Supplier to transfer title and deliver to Honeywell any or all property produced or procured by Supplier to perform this Purchase Order. Honeywell will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost or the Purchase Order value, whichever is less.

20.4. To the extent that any portion of this Purchase Order is not terminated under 20.1 or 20.2 above, Supplier will continue performing that portion.

21. Cessation of Production

If production of any Good is to be discontinued or suspended within 1 year after final delivery under this Purchase Order, Supplier must give Honeywell as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the discontinuance or suspension, Supplier must accept orders from Honeywell for the Good at the price and on the terms of this Purchase Order.

22. Indemnifications

22.1. General Indemnification

Supplier will, at its expense, defend 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 incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order. Indemnitee 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.

22.2. Intellectual Property Indemnification

For Goods provided under this Purchase Order, Supplier will, at its expense, defend and indemnify Honeywell and its customers (Indemnitee) 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 incurred by or demanded from Indemnitee arising out of, or relating to any alleged or actual: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof.

22.3. Right to Defend

Supplier will have the right to conduct the defense and settlement of any claim or action described in this Indemnification and Remedies Section if it acknowledges in writing its responsibility for such claim. In no event will Supplier enter into any

settlement without Honeywell's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in a defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them noninfringing; without any loss of functionality.

23. Insurance

Supplier will maintain and carry liability insurance which includes, but is not limited to, commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than \$5 million, automobile liability in a sum no less than \$5 million, 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, with insurance carriers with an AM Best's rating of no less than A- or equivalent. Before delivery of any Goods or commencement of any services under the Purchase Order, Supplier will provide to Honeywell evidence that Supplier maintains the described insurance, and that the coverage will not be changed without 30 days advance written notification to Honeywell from the carrier(s). 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 Purchase Order.

24. Confidentiality and Intellectual Property

24.1. All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) 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 Purchase Order; 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. All Confidential Information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to Honeywell, with Honeywell having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in Honeywell, Supplier irrevocably assigns transfers and conveys to Honeywell all right, title, and interest therein. made in the course of services rendered. All rights to it belong exclusively to Honeywell, with Honeywell having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in Honeywell, Supplier irrevocably assigns transfers and conveys to Honeywell all right, title, and interest therein.

24.2. Honeywell's Confidential Information will remain the property of Honeywell. It may not be used by Supplier for any purpose other than for performing this Purchase Order, 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 the Purchase Order. 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 Goods under this Purchase Order, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

24.3. "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Supplier will: (a) treat Personal Data of all Honeywell personnel and prospective Honeywell personnel as Confidential Information; (b) take appropriate technical and organizational security measures as are required by Honeywell to protect Personal Data; (c) use and permit employees and third parties to use Personal Data pursuant to Honeywell's instructions only for purposes directly related to the performance of obligations under this Purchase Order; (d) refrain from transferring Personal Data out of the European Union unless Honeywell has given its prior consent to the transfer and Supplier has satisfied any further requirements reasonably imposed by Honeywell; (e) indemnify Honeywell against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which Honeywell may suffer or incur arising out of any breach of this clause 24.3; and (f) promptly notify Honeywell about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by Honeywell. If Supplier will process Personal Data that Honeywell transfers from any of its affiliates in the European Union to any of its affiliates in the US pursuant to the U.S. - EU Safe Harbor Framework ("Safe Harbor Personal Data"), Supplier warrants that either (a) Supplier self-certifies to the U.S. - EU Safe Harbor Framework with respect to the processing of the Safe Harbor Personal Data and will notify Honeywell immediately if its self-certification terminates for any reason, or (b) Supplier must provide at least the same level of privacy protection as required by the U.S. - EU Safe harbor Framework.

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25. Record Retention and Audit

25.1. Records: Supplier will maintain detailed records reflecting Supplier's compliance with this Purchase Order a period of 10 years after the final delivery or termination of this Purchase Order or for the period prescribed by applicable law, whichever period is longer. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.

25.2. Audit: For a period of 10 years from the date of last delivery or for the period prescribed by applicable law, whichever period is longer, Honeywell will have the right in connection with this Purchase Order to conduct an audit. Supplier will provide, and will cause each of its sub-tier suppliers to provide, access for Honeywell's auditors to Supplier's and Supplier's sub-tier supplier's books and other pertinent records and any other information as requested by Honeywell's auditors. During the audit if any invoice submitted by Supplier is found to be in error, an appropriate adjustment including the costs of the audit will be made to the invoice or the next succeeding invoice following the discovery of the error and resulting payment/credit will be issued promptly. Supplier will, and, if applicable, will cause its sub-tier suppliers to, promptly correct any deficiencies discovered as a result of the audit.

26. Assignment and Subcontracting

This Purchase Order will be binding on the Supplier and their respective permitted successors and assigns. Supplier will not assign this Purchase Order or any rights or obligations under this Purchase Order or subcontract all or any aspect of the work called for without the prior written approval of Honeywell. Any transfer of this Purchase Order 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 Purchase Order. Any assignment or subcontracting without Honeywell's written approval will be voidable at the option of Honeywell. Honeywell may assign this Purchase Order or any of its rights or obligations under this Purchase Order to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of Honeywell without Supplier's consent and upon written notice to Supplier. Supplier will be responsible for all its subcontractors and any act or omission of the subcontractor shall be deemed an act or omission from the Supplier for the purpose of this Agreement.

27. Relationship of Parties/Independent Contractor

Nothing in this Purchase Order will be construed to place Supplier and Honeywell in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner. Nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier will be solely responsible to exercise full control of, supervision over and responsibility for Supplier's personnel, its subcontractors or its agents, and any employee of any of the foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

28. Compliance with Laws and Integrity

28.1. Supplier will comply with all laws, regulations and ordinances and Honeywell's Code of Business Conduct ("Code") in performing this Purchase Order. A copy of the code may be obtained at

<http://www.honeywell.com/sites/honeywell/codeofconduct.htm>. Supplier agrees to abide by 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 will also comply with Honeywell's reasonable security requirements upon request by Honeywell.

28.2. 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 of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH promptly but no later than 30 days of receiving such request. Supplier agrees that it will include any Honeywell "Identified Use" in its REACH registrations or applications.

28.3. Absent Honeywell's prior written consent, no Goods will contain any of the (i) substances identified in Article 4.1 of the European Parliament Directive 2002/95/EC (RoHS Directive) as that Directive is updated from time to time, (ii) substances of very high concern ("SVHC") defined in Article 57 of Regulation (EC) No 1907/2006 ("REACH") as updated from time to time, and/or (iii) substances listed in or similar applicable laws or regulations, restricting the use of hazardous materials in other jurisdictions as updated from time to time.

28.4. Goods will comply with the restrictions set forth in the Montreal Protocol on ozone-depleting substances.

28.5. Supplier will be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant to the most current version of European Parliament Directive 2002/96/EC (WEEE Directive) as this Directive is implemented in each country.

29. Supply Chain Security

Supplier will implement the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program.

30. Conflict Minerals

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 Purchase Order, 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.

31. US Equal Employment Opportunity Regulations

To the extent employment activities of Supplier occur in the United States and if otherwise applicable this contractor and subcontractor shall 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, 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, national origin, protected veteran status or disability.

32. Applicable Law and Forum

32.1. United States: If Honeywell is a legal entity formed in the United States, then 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 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 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.

32.2. China: If both parties are legal entities formed in The People's Republic of China, then 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 People's Republic of China without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties through consultations will be subject to binding arbitration in accordance with the rules of the China International Economic Trade Arbitration Commission (CIETAC). In any arbitration there will be three arbitrators. Each Party will select and appoint one arbitrator within 30 days after the date of a request for arbitration. The third arbitrator will be jointly selected and appointed by the Parties. If the Parties fail to select and appoint the third arbitrator, the Chairman of CIETAC will select the third arbitrator. If a Party does not select and appoint an arbitrator within thirty days after the selection and appointment of the first arbitrator, the relevant selection and appointment will be made by the Chairman of CIETAC. The place of arbitration will be Shanghai. If Honeywell is a legal entity formed in The People's Republic of China, then 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 and Wales without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties will be subject to arbitration in accordance with the rules of the Singapore International Arbitration Centre.

32.3. Korea, Hong Kong, Malaysia, Taiwan, Singapore, Indonesia, Vietnam, Australia, and New Zealand:

If Honeywell is a legal entity formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, and New Zealand, then 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 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), and any dispute arising out of or relating to this Purchase Order, including the breach, termination or validity thereof, will be finally resolved in accordance with the rules of arbitration as noted below. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be selected by Honeywell.

- Singapore, Indonesia, Vietnam, Australia, New Zealand, - in accordance with the arbitration rules of the Singapore International Arbitration Center
- Korea - in accordance with the arbitration rules of the Korean Commercial Arbitration Board

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- Hong Kong - in accordance with the arbitration rules of the Hong Kong International Arbitration Center
- Malaysia - in accordance with the arbitration rules of the Kuala Lumpur Regional Arbitration Centre
- Taiwan - in accordance with the arbitration rules of the local Arbitration Act

32.4. EMEA, India and countries not listed above:

If Honeywell is a legal entity formed in a European, Middle Eastern and African country or formed in a country not identified above, then 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 and Wales without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Purchase Order, 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.

32.5. Additional rules applicable to Arbitration:

Any award will be payable in the currency of this Purchase Order. Either party may apply to the arbitrators 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 Purchase 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 arbitrators' determination of the merits of the controversy. The language of the arbitration will be English.

33. Remedies

All Honeywell remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies at law or in equity.

34. Notices

Notices relating to this Purchase Order must be in writing and may be delivered personally, by recognized overnight courier, or by certified first class mail, postage prepaid (each to the respective address appearing on the face of this Purchase Order). A Notice will be deemed given on the date delivered if delivered personally; 3 business days after being placed in the mail as specified above or in the custody of an overnight courier as specified above.

35. Publicity

Supplier will not use Honeywell's name or marks or refer to or identify Honeywell in any advertising or publicity releases or promotional or marketing materials without Honeywell's prior written approval. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Honeywell's use of its Goods constitutes Honeywell's endorsement of its Goods.

36. Non-Exclusivity / No Commitment

Nothing in this Purchase Order will restrict Honeywell's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products or services similar or identical to the Goods provided by Supplier pursuant to this Purchase Order. Furthermore, there is no requirement that any minimum level of business or fees be provided to Supplier by Honeywell.

37. Headings and Captions

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

38. Waiver

The failure or delay of either Party to enforce at any time any of the provisions of this Purchase Order will be construed to be a continuing waiver of those provisions, nor will any failure or delay prejudice the right of the Party to take any action or to exercise any right or remedy to enforce any provision.

39. Severability

If any provision of this Purchase Order (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

40. Survival

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance; Drawback; Offset; Honeywell-Supplied Materials, Tooling, Equipment and Technical Data; Price; Price: Most Favored Customer and Meet or Release; Invoicing and Payment; Set Off; Warranty; Cessation of Production; General Indemnification; Intellectual Property Indemnification; Insurance; Lien Waivers; Confidentiality/Data Privacy and Intellectual Property; Audit; Relationship Between the Parties/Independent Contractor; Applicable Law and Forum; Remedies; Publicity; Waiver; and Survival.

41. Translations

Translations in various languages of this General Terms and Conditions of Purchase may be available for reference. In case of inconsistencies between translations and the original English version, the English version shall prevail.