**Honeywell**

Fakturační adresa : Honeywell, spol. s r.o. *V* Parku 2326/18

CZ-148 00 PRAHA česká republika IČO: 18627757

HFM :101317



Vysoké učení technické v Brně

Antonínská 548/1

601 90 Brno česká republika

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**4400040534 o 17.10.2016**

' Císlo Honeywell objednávky a čísla jednotlivých položek musí být uvedena na všech přepravních 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 daňových dokladů - faktur začíná běžet od data, kdy jsou splněny obě podmínky: (1) řádný daňový doklad byl doručen na určenou korespondeční adresu pro faktury a v souladu s platebními podmínkami uvedenými níže, které jsou předmětem běžných, Honeywellem plánovaných platebních cyklů prováděných dvakrát měsíčně a (2) veškeré zboží a/nebo služby byly doručeny v souladu s objednávkou.

IČO 00216305

Adresa oro zasiláriifaktur.

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E-mail:

Číslo dodavatele: 1002971

Doručit na:

HONEYWELL, spol. s r.o. - HTS CZ o.z. CZ37

Jana Vanousova

Turanka 1460/106a

CZ-627 00 BRNO

PREFEROVANÁ VERZE *V* PDF NA [CORP1nvoice289C@Honeywell.com](mailto:CORP1nvoice289C@Honeywell.com)

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-](mailto:faktur-HTSCZFinance@honeywell.com)[HTSCZFinance@honeywell.com](mailto:HTSCZFinance@honeywell.com)

Telefon pro dotazy týkající se faktur-+420532114308

Honevw'ell kontakt:

Nákupčí: Jana Valent [jana.safandova@honeywell.com](mailto:jana.safandova@honeywell.com)

545502425

česká republika

Žadatel:

Vanousova Jana

[Jana.Vanousova@Honeywell.com](mailto:Jana.Vanousova@Honeywell.com)

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

Platební podmínky : Měna:

lncoterms:

Číslo objednávky s odkazem na číslo kontraktu :

100%60 Days Net

CZK

EXW(Ze závodu) /EXW

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| iednotka | | | | | |
| 10 1,00 KAŽ 4.606,50 *I* KAZ 4.606,50  Material Sylgard  Dodací termín: 21.10.2016  20 7,00 KAŽ 500,00 *I* KAž 3.500,00  Příprava vzorků  Dodací termín: 21.10.2016  30 12,00 KAŽ 5.000,00 *I* KAž 60.000,00  Chemické testování 3x3 vzorky  Dodací termín: 21.10.2016  0,00 | | | | | |

Strana 1 z 7

Fakturačnf adresa : Honeywell, spol. s r.o. V Parku 2326/18

CZ-148 00 PRAHA

česká republika

IČO: 18627757

**oneywell**

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Celková cena bez DPH CZK 68.106,50

Ceny uvedeny bez DPH Naše DIČ: CZ18627757

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

Toto je elektronicky generovaný dokument, který prošel interním procesem schválení, proto již nevyžaduje podpis oprávněné osoby. Zbožf dodejte na adresu v hlavičce objednávky.

I Schválil: Jana Valen! Strana 2 z 7

**o eywell**

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|  | **GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 2014-03-14)** |  |
|  | **1. Acceptance • Order of Precedence • Modification 4. Excusable Delay (Force Majeure)**  1.1 This purchase order ("Purchase Order") is for the purchase olgoods, services, ar Neither party will be in default for any delay or failure to perform due to causes beyond both as described on the face olthis Purchase Order (collectlvely, "Goods") and is its control and without its faullor negligence ("ForceMajeure Event"}, but any delay or issued by the member olthe Honeywelllnternational Inc. group olcompanies identlfied failure to perform caused by the default ola sub tier supplier olSupplier will be excused on the face olthis Purchase Order ("Honeywell"). Thls Purchase Order is deemed only if (a) it is beyond the control obl oth Supplier and its sub-tier supplier(s) and without accepted when the supplier to which this Purchase Order is issued ("Supplier") returns the faul! or negligence olany olthem, and (b} the Goods to be furnished cannot be the acknowledgment copy olthis Purchase Order ar begins performing, whichever is obtained from ether sources in sufficient time to permit Supplier to meet the delivery earlier. Honeywell rejects any additional or inconsistent terms and conditions offered by schedule. Supplier's ability to seli Goods at a more advantageous price ar Supplier's Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not economic hardship in buying materials or processing necessary for manufacture olthe imply acceptance olany term, conditlon, or instruction contained in that document. Goods, or labor disputes will not constitute an excusable delay event. The party  1.2 These terms and conditlons together with the specifications, affected by a Farce Majeure Event willpromptly provide written notlce to the ether,  drawings, or ether documents referred to on the face ol the Purchase Order, ar explaining in detail the full particulars and expected duration olthe Farce Majeure attached, ar any documents incorporated by reference, supersede any prior ar Event, and will use its best efforts to remedy the delay if it can be remedied. llSupplier's contemporaneous communications, representatlons, promises, ar negotiations, whether delivery is delayed, Honeywell may, at Honeywell's sole optlon, canceJ deliveries oral ar written, respecting the subject matter ol this Purchase Order. All contract scheduled during the Farce Majeure Event or elect to extend the period olperformance documents related to this Purchase Order are interpreted together as one agreement. to cover the period oldelay caused by the Farce Majeure Event. lla Farce Majeure But if there is an irreconcilable conflict among the provisions ol these contract Event occurs that affects delivery of Goods to Honeywell, Supplier will allocate its documents, the following order olprecedence applies: a) contract documents signed by available supply olGoods in a manner that assures Honeywell of at leastthe sama both parties; b} the face olthe Purchase Order and any supplemental terms included ar proportion of Supplier's total output olGoods as was allocatedto Honeywell before the incorporated by reference; then c) these general Purchase Order provisions. No Farce Majeure Event. lldelivery of any Goods isdelayed for more than 30 days, modification olthis Purchase Order will be binding on elther Party unless set forth in a Honeywell may, without liability, cancal all or any part olthis Purchase Order.  writing slgned by an authorized representative olboth Parties specifically stating it is  amending this Purchase Order. No course oldealing, prior dealings, usage oltrade ar **5. Performance Assurance Pian** (2) **Except pursuant to**  course olperformance will be used to modify, supplement ar explain any terms used in **Buyer's prior**  this Purchase Order. llHoneywell, in its sole discretion, determines there is a significant risk that Supplier will  fail to meet its performance ar delivery requirements under this Purchase Order,  **2. Delivery, Shipment and Packaging** Honeywell may require Supplier to perfomn under a Honeywell Performance Assurance  2.1. Supplier will deliver Goods in the quantities and on the date(s) specified on the Pian. The PerfomnanceAssurance Pian may include specific reporting and performance  Purchase Order ar Purchase Order schedule re!eases. lldelivery dates are not stated, requirements reasonably tailored to ensure Suppller's adequate perfomnance under Supplier will offer its best delivery date(s}, which will be subject to acceptance by identified provisions olthis Purchase Order. Any failure by Supplier to satisfy the terms Honeywell. Unless otherwise directed, all Goods shipped in one day from and to a single olthe Performance Assurance Pian is a material breach olthis Purchase Order.  location must be consolidated on one bili ollading ar air waybill, as appropriate.  2.2. llthe delivery schedule is endangered for any reason ether !han Honeywell's faull, **6. Shipping Terms, Title and Risk of Loss**  then Supplier will, at its expanse, deliver Goods by the most expeditious shipping 6.1. llthe Goods will be transported from Supplier's location in the U.S. to Honeywell's  method. Honeywell reserves the right to reject, at no expanse to Honeywell, all or any location in the U.S., unless otherwise specified on the face olthe Purchase Order ar in part olany delivery thatvaries Irem the quantity authorized by Honeywell for shipment. a separate agreement, the F.O.B. point is Honeywell's location. When the F.O.B. point is Supplier will not make any substltutions without Honeywell's prior written approval. All Supplier's location, Supplier bears all risk olloss or damage to the Goods and title items will be packaged according to Honeywell's instructlons or, if none, according to passes to Honeywell upon delivery olthe Goods to the carrier designated ar approved  good commercial practice in a manner sufficient to ensure receipt in an undamaged by Honeywell. When the F.O.B. point is Honeywell's locatlon, Supplier bears all risk ol condition. Honeywellwill not be liable for any discharge, spill ar ether environmental loss or damage to the Goods and title passes to Honeywell upan delivery olthe Goods incident (including clean-up costs) involving any Goods shipped under the Purchase at Honeywell's location.  Order unless caused by Honeywell and in no event until delivered to the destlnation 6.2. ln all ether cases, unless otherwise specified on the face of the Purchase Order ar  designated by Honeywell. All containers will be properly marked for identification as in a separate agreement, Supplier will deliver the Goods DAP (lncotemns 2010) at  instructed on Honeywell's Purchase Order and contain a packing slip that details, at a Honeywell's location.  minimum, the Honeywell Purchase Order number(s), product part number, detailed 6.3. The foregoing does not relieve Supplier olany responsibility for hidden damages product descriptlon, total number olboxes in shipment, quantity olproduct shipped, and discovered after acceptance olthe Goods. Notwithstandingthe foregoing, title and risk ol final delivery address. ltems shipped in advance olHoneywell's delivery schedule may loss to Goods subject to a consignment stock agreement pass upon release olthe be returned at Supplier's expanse. For domestic shipments, if requested by Honeywell, Goods Irem the consignment stock. Honeywell may direct Supplier to ship the Goods to and for all international shipments, Supplier will give notice olshipment to Honeywell Honeywell ar to any third party designated by Honeywell.  **when the Goods are delivered to a carrier for transportation. The Purchasa Order**  number(s) must appear on all correspondence, shipping labels, and shipping **7. lmport/Customs Compliance**  documents, including all packing sheets, bills ollading and air waybills. Supplier assumes all responsibility and liability for any shipments covered by this  2.3. All Goods, unless specifically exempted by the destinatlon country's governing Purchase Order requiring any government import clearance. llgovernment authorities authoritles, must be marked with the country olorigin (manufacture) olthe Goods in a declare or otherwise impose countervailing duties, antidumping dutles, or retaliatory  conspicuous place as legibly, indelibly,and permanently as the nature olthe article ar duties on the Goods imported under this Purchase Order, Honeywell reserves the right  **container permits. to terminate this Purchase Order in accordance with the Termination provisions of this**  2.4. Supplier will provide Honeywell with (a) the Harmonized Tariff Schedule number, Purchase Order. Supplier will be debited for any duties, fees, ar freight incurred by  country olorigin information ar certificates, manufacturer's affidavits, applicable free Honeywell due to Supplier'sfailure to comply with the terms and conditions ol this trade agreement ("FTA"} certificates, and any ether documents or information Honeywell Purchase Order. This clause survives the termination or cancellation olthis Purchase may require to comply with internatlonal trade regulations or to lawfully minimize dutles, Order.  taxes, and fees, and (b) FTA certificates for all Goodsthat qualify under one ar more  FTAs. Supplier will provide Honeywell alldocuments, records, and ether supporting **8. Drawback**  information necessary to substantiate the Goods' qualificatlon under an FTA. Supplier All drawback ol duties, and rights thereto, related to duties paid by Supplier ar  will exert reasonable efforts to qualify the Goods under FTAs. Honeywell when the Goods are imported or any materials or components used in  2.5. Within one business day after Supplier delivers the Goods to the carrier, Supplier manufacturing olthe Goods will accrue to the exclusive benefit olHoneywell. Duty  will send Honeywell a complete set olshipping documents including the commercial drawback rights include rights developed by. substitution and duty drawback rights invoice, packing list, and air waybill, ar three original parts olthe combined through-bill obtained from sub tier suppliers related to the Goods. Supplier will provide Honeywell ol lading, clean without notatlon, necessary to release the Goods to Honeywell's **with all documents, records, and ether supporting information necessary to obtain any** custody. retainall Property at its expanse untll disposition Buyer. duly drawback, and will reasonably cooperate with Honeywell to obtain payment.  **3. Notice of Delay 9. Offset**  Supplier must immediately nalily Honeywell in writing with all information relating to any Suppller will assist Honeywell in obtaining credit from Supplier's government for the  delay ar threatened delay olthe tlmely performance olthis Purchase Order. value of relevant Goods purchased to meet any presentor future contractual offer ar  **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 ether pertinent information relating to the** purchases. Honeywell reserves the right to claim these credits for itself or third parties.lf Supplier awards any portion of the work in this Purchase Order to any lower tier  supplier, Supplier will assign |  |

Číslo 4400040534 Strana 3 z 7

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|  | **GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 2014-03-14)** |  |
|  | to Honeywell any credits obtained from the sub-tier supplier's govemment relating to this **14. Setoff**  transaction, if any, and assist Honeywell lnobtaining such credits. Honeywell may deduct any amount owing from Supplier to Honeywell as a set ofl against any amount owing to Supplier under this Purchase Order.  **10- Honeyweii-Supplied Materials, Tooling, Equipment**  **and Technical Data 15. lnspection**  10.1. TIHe to any material, tooling, equipment, or technical data that Honeywell pays for 15.1. Al/ Goods may be inspected and tested by Honeywell, its customers, higher-tier ar provides to Supplier ar is responsible for providing to Supplier, including contractors, and end users a!all reasonable times and places. llinspection or testing is replacements ("Honeywell Property") will remain or vest with Honeywell. Supplier will made on Supplier's premises, Supplier will provide, without charge, all reasonable conspicuously label Honeywell Property as such, maintain it in good condition, keep facilit/es and assistance required for the inspection and tests. Supplier's standard written records olthe Honeywell Property in its possession and the location olthe inspection and testing system must be approved by Honeywell in writing. All inspection property, not allow any liens to be placed upon it, and not change location without prior and testing records, including sub-tier supplier records relating to the Goods, will be written approval from Honeywell. Supplier is responsible for inspecting and determining maintained by Supplier and made available to Honeywell during the performance olthis that the Honeywell Property is in useable and acceptable condition. Purchase Order, and for suchlonger periods if specified by Honeywell.  10.2. Supplier will use Honeywell Property exclusively to fulf/11 Honeywell Purchase 15.2. Rnal inspection and acceptance by Honeywell will be at destination unless Orders unless otherwise authorized in writing by Honeywell's procurement otherwise specified in this Purchase Order. Honeywellmay inspect all or a sample of representative. Honeywell Property is intended for use at the Supplier's site only or as Goods, at its option, and may reject all or any portion of the Goods if Honeywell otherwise authorized in writing by Honeywell's procurement representative and, to the determines them to be defective or nonconforming within 90 days of delivery. lf extent applicable, is subject to U.S. and ether government export or re-export Honeywell performs any inspection (other than the standard inspection) after requirements. Supplier is responsible for any loss, damage, or destruction olHoneywell discovering defective or nonconforming Goods, any additional inspection costs will be Property and any loss, damage or destruction olany third-party property resulting from paid by Supplier. No inspection, tests, approval, design approval, or acceptance olthe Supplier's negligent use olHoneywell Property. Supplier will not include the cest olany Goods relieves Supplier from responsibility for warranty or any latent or patent defects, insurance for Honeywell Property in the prices charged under this Purchase Order. fraud, or negligence. ll Goods are defective or nonconforming, Honeywell may, by Supplier will return Honeywell Property or dispose olit at Honeywell's sole option as it written notice to Supplier rescind this Purchase Order as to the Goods; accept the directs in writing. Honeywell makes no representationsand disclaims all warranties Goods at an equitable reduction in price; or reject the Goods and require the delivery of (express or implied) with respect to Honeywell Property. replacements. Delivery of replacements will be accompanied by a written notice  specifying that the Goods are replacements. lf Supplier fails to deliver replacements  **11. Price** promptly, Honeywell may correct any retained defective or nonconforming Goods at  Supplier will furnish the Goods at the prices stated on the face olthe Purchase Order. ll Supplier's expanse; replace them wlth Goods from another supplier and charge the  prices are not stated on the face olthe Purchase Order, Supplier will offer its lowest **Supplier the cest thereof, including cover, and any incidental costs; ar terminate this**  prices subject to written acceptance by Honeywell. Unless otherwise provided on the Purchase Order for cause. face olthe Purchase Order, the prices include all packaging and freight to the specified  delivery point; applicable taxes and ether government charges including, but not limited **16. Warranty**  to, all sales, use, or excise taxes; and all customs duties, fees, or charges that must be 16.1. Supplier warrants to Honeywell, its successors, assigns, customers, and end users separately itemized on aiiSupplier invoices. To the extent that value added tax (ar any that, during the entire Warranty Period specified below, all Goods furnished (including all equivalenttax) is properly chargeable on the supply to Honeywell of any Goods, replacement or corrected Goods or components): will be free from defects in material, Honeywell will pay the tax as an addition to payments otherwise due Supplier under this workmanship, and design, even if the design has been approved by Honeywell; Will Purchase Order, if Supplier provides to Honeywell a value-added tax (or equivalent tax) conform to applicable drawings, designs, quality control plans, specifications and invoice. To the extent Honeywell has not received from Supplier all applicable forms samples and ether descriptions furnished or specified by Honeywell; will be regarding compliance with applicable tax law, Honeywell reserves the right to deduct merchantable; be fit for the intended purposes and operate as intended; will comply with from any payment to Supplier pursuant to this Purchase Order those amounts that all laws; will be free and clear of any and all liens or other encumbrances; will not Honeywell, in its sole discretion, deems to be required to be withheld in order to comply infringe any patent, published patent application, or other intellectual property rights of with the tax laws of any applicable jurisdiction. 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  **12. Price: Most Favored Customer and Meet or** Goods." Services will be performed in accordance with the highest standards in the  **Release** industry.  Supplier warrants that the prices charged for the Goods delivered under this Purchase 16.2. The Warranty Period is 24 months Irem the data oldelivery to the end user or such  Order are the lowest prices charged by Supplier for similar goods. lf Supplier charges a Ianger period of time as may have been accepted by Honeywell from Honeywell's lower price for similar goods, Supplier must notify Honeywell and apply that price to all **customer or on which any Ianger government requirement covering the Goods ends.** Goods orderedunder this Purchase Order by immediately paying Honeywell the price These warranties survive delivery, inspection, acceptance, and payment by Honeywell. difference and applying the lower price to all Purchase Orders. lf at any time before full Claims for breach of warranty do not accrue until discovery cf nonconformingGoods, performance of this Purchase Order' Honeywell notifies Supplier in writing that even if the Goods were previously inspected. Any applicable statute of limitations runs Honeywell has received a written offer from another supplier for similar goods at a price from the date of discovery. Honeywell may, at its election, have the nonconforming lower than the price set forth in this Purchase Order, Supplier must immediately meet Goods repaired, replaced, or corrected at Supplier's expanse. Supplier is responsible for the lower price for any undelivered Goods. llSupplier fails to meet the lower price the costs cf repairing, replacing or correcting nonconforming Goods, and for all related Honeywell, at its option and in addition to other rights or remedies, may immediately costs, expenses and damages including, without limitation, the costs of removal, terminate the baIance of the Purchase Order without liability. disassembly, failure analys/s, fault isolation, reinstallation, re-inspection, and retrofit of  the nonconforming Goods or of Honeywell's affected end-product; all freight charges; all  13. **lnvoicing and Payment** customer charges; and all corrective action costs. Unless set ofl by Honeywell, Supplier After each shipment made or service provided, Supplier will submit an invoice listing a will reimburse Honeywell for all these costs upon receipt of Honeywell's invoice. The description of the Goods provided and, as applicable, part numbers, quantity, unit of warranties and rights provided are cumulative and in addition to any warranty provided measure, hours, and the unit and total prices. A/I applicable taxes and other government by law or equity.  charges including, butnot limited to, sales, use, or excise taxes; value added tax, 16.3. Supplier represents and warrants that there is nothing that will directly, indirectly,  customs duties, fees, and all incidental charges including but not limited to royalties, actually or potentially restrict or prevent Supplier in any way from fulfilling all its selling commissions, nonrecurring engineering, or ether incidental charges must be obligations, duties, and services under this Purchase Order, including without limitation separately itemized and identified on tha invoice. i'he invoice must also include the any exclusivity or non-compete arrangemenl  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 **17. Changes**  theGoods; (b) name olshipper (if different from Supplier); (c) Honeywell'sPurchase Honeywell may, by written or electronic notification, direct changes in the drawings,  Order number(s); (d) country ol export; (e) detailed description ol the Goods; (f) designs, specifications, method of shipment or packing, quantity, or time or place of  Harmonized Tarif! Schedule number; (g) country olorigin (manufacture) olthe Goods, or delivery olthe Goods; reschedule the services; or require additional or diminished  if multiple countries olorigin, the country of origin of each part shipped; (h) weights ol services. Only authorized Honeywell procurement representatives may issue changes to the Goods shipped; (i) currency in which the sale was made; O) payment terms; (k) the Purchase Order. llany change causes an increase or decrease in the cost o,l or the shipment terms used; and (I) all rebates or discounts. The invoice will be accompanied time required for, performing this Purchase Order, an equitable adjustment will be made (if applicable) by a signed bili of lading or express receipt evidencing shipment. Payment in the Purchase Order price, delivery dates or both, and this Purchase Order will be of an invoice does not constitute acceptance olthe Goods and is subject to appropriate modified in writing or electronlcally accordingly. Any claim for adjustment under this adjustment should Supplier fail to meet the requirements of the PurchaseOrder. provision may, at Honeywell's option, be deemed to be waived unless asserted in writing Payment terms are net 120 days from receipt of invoice and conforming Goods unless (including the amount of the claim) and delivered to Honeywell within 30 days from the otherwise stated on the face of the Purchase Order or ether written agreement executed date of the receipt by Supplier of the Honeywell-directed change to the Purchase Order. by both parties or as otherwise required by law (in the latter case the payment terrns lf lhe cos! of property made obsolete or excess as a result cf a change is paid by shall bethe maximum permitted by law). Payment will be scheduled for the first payment Honeywell, Honeywell may prescribe the manner cf disposition of the property. cycle following the net terms for the Purchase Order. **Notwithstanding any disagreement between the partíes regarding.** |  |

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

**25. Record Retention and Audit**

25.1. Records: Supplier will maintain detailed records reflecting Supplier's compliance with this Purchase Order a period ol10 years after the final delivery or termination ofthis Purchase Order or for the period prescribed by applicable law, whichever period is Ianger. Supplier will require each olits sub-tier suppliers to do likewise withrespect to their records and materials.

25.2. Audit: For a period ol10 years from the date ollasldelivery or for the period

prescribed by applicable law, whichever period is Ianger ,Honeywell will have the right in connection with this Purchase Order to conduct an audit. Supplier will provide, and will cause each olits sub-tier suppliers to provide, access for Honeywell's auditors to Supplier's and Supplier's sub-tier supplier's books and ether pertinent records and any ether 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 paymentlcredit will be issued promptly. Supplier will, and, ilapplicable, 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 respectivepermitted successors and assigns. Supplier will not assign this Purchase Order or any rights or obligations under this Purchase Order orsubcontract 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 PurchaseOrder. 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 olthe assets olHoneywell without Supplier's consent and upon written notice to SupplierSupplier will be responsible for all its subcontractors and any act or omission of the subcontractor shall be deemed and action or omission from the Supplier for the purpose of this Agreement.

27. **Relationship of Partiesllndependent 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 ether 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 olthe foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all ether laws, rules, **codes, regulations and ordinances governíng 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.](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 ethlcal violations and maintains compliance with laws. Supplier will also comply with Honeywell'sreasonable security requirements upon request by Honeywell.

28.2. Upon request, in forrn 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 regardlng the registration or pre-registration status of any Goods pursuant to REACH promptly but no Jater than 30 days ol receiving such request. Supplier agrees that it will include any Honeywell "tdentified 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 Anticle 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 form time to time, and/or (iii) substances listed in or similar applicable Jaws or regulations, restricting the use of hazardous materials in ether 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 w/11 implement the Business Partner Criteria olany Supply Chain Security Program that the country of import for the Goods may adept such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PJP) Program.

**30. Conflict Minerals**

ln accordance with applicable "Conflict Minerals" laws, Honeywell must determine

whether its products conlain tin, tantalum, tungsten, or gold (''3TG") originating in the Democratic Republic olthe 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. lf 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 ol 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, celer, 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 ar disability.**

**32. Applicable Law and Forum**

**32.1. United States:** 11 Honeywell is a lega! entity formed in the United States, then the construction, interpretation, performance, and enforcement hereof, all **transactions hereunder and the parties relationship in connection therewith ar 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 lnternational SaJe olGoods of 1980 (and any amendments or successors thereto), and the Iedera! or state courts in New York, New York will have exclusive jurisdiction of any

dispute.

**32.2. China:** llboth parties are lega! entitiesformed in The People's Republic of

China, then the construction, interpreta!ion, 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 **ar laws regarding conflicts of laws, and excluding the United Nations Convention on lha**

**lnternational Sale of Goods cf 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 lnternational Economic Trade Arbitration Commission (CIETAC). ln 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. lf the Parties fail to select and appoint the third arbitrator, the Chairman of CIETAC will select the third arbitrator. lla Party does not select and appoint an arbitrator within thirty days after the selection and appointment otlhe first arbitrator, the relevant selectlon and appointment will be made by the Chairman of CIETAC. The place olarbitration will be Shanghai. lf Honeywell is a lega! entity formed in The People's Republic olChina, 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 govemed by the laws of England and Wales without regard to or application of its principles or laws regarding confticts of laws, and excluding the United Nations Convention on the lnternational SaJe 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

Jnternational Arbitration Centre •

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

lf Honeywell is a lega! entity formed in Korea, Hong Kong, Malaysia,

singapore, lndonesia, 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 Jnternational SaJe 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, Jermination 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 cour! having jurisdiction thereof. The place of arbitration will be selected by Honeywell.

• Singapore, lndonesia, Vietnam, Australia, New Zealand, - in accordance with the

arbitration rules of the Singapore lnternational Arbitration Center

• Korea - in accordance with the arbitration rules of the Korean Commercial Arbitration

Board

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

the impact of a change, Supplier will proceed diligently wilh its performance under this

Purchase Order pending resolution of the disagreement.

**18. Design and Process Changes**

Supplier will make no changes in lhe design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any olher processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, these 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 aflects costs and regardless of lhe type of change, including product improvements.

**19. Stop Work**

Alany time by written notice and at no cest, Honeywell may require Supplier to stop all or any part of lhe work under this Purchase Order for up to 120 days {Stop Work Order), and for any furthar period as mutually agreed. Jmmediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. Alany time Honaywall may, in whola or in part, aithar cancal the Stop Work Order ar tarminate the work under the Termination section of this Purchase Order. To !ha extant the Stop Work Order is canceled ar expiras, Supplier must immediataly resume work.

20. **Termination**

20.1. The nonbreaching party may terminate this Purchase Order if lhe ether party

commits a matarial breach and fails to remedy lhe breach within 30 calendar days following receipt of written notice spacifying tha grounds for lha braach, except in lhe case of breach related to safety, heallh, ar security, in which case Honeywell will have the right to immediately terminate lha Ordar. A material breach includes, bulis not limited to, late delivery or delivery of nonconforming Goods. The solvent party may terminate lhis Purchase Order upon written notice if the ether party becomes insolvent or if any petition is filed ar 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 ar quantity on the face of the Purchase

Order, Honeywell may terminate lhis Purchase Order in whole or in part at any time wilh or without cause for undelivered Goods ar unperformed services upon 1o days' prior **written notice.**

20.3. lf Honeywell terminates this Purchase Order under either 20.1 or 20.2, Honeywell's sole Jiability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Honeywellbefore the date of termlnation. The payment can be set ofl against any damages to Honeywell. Upon termination, Honeywell may require Supplier to transfer tiUe and deliver to Honeywell any completed Goods and Honeywell will pay lhe Purchase Order price for these Goods subject to set ofl against any damages to Honeywell. Honeywell may also raquire Supplier to transfer title and deliver to Honeywell any ar all property produced ar procured by Supplier to perform this Purchase Order. Honeywell Will credit Supplier with the reasonab/e value ol the property, bu! not more !han Suppller's actual cest ar lhe Purchase Order value, **whichever is less.**

20.4. To the axtant lhalany portion of lhis Purchasa Order is not tarminatad under 20.1

ar 20.2 abova, Suppliar will continue parforming lha!portion.

**21.Cessation of Production**

llproduction of any Good is to be discontinued ar suspended within1 year aftar final delivery under thls Purchase Order, Supplier must give Honeywell as much prior written

**notice as commercially reasonable of the discontinuance ar suspension. For at least 1ao**

days from the d/sconlinuance ar suspension,Suppliar must accept orders from

Honeywel/ for !ha Good a!the price and on the terms of lhis Purchase Order.

22. **lndemnifications**

22.1. General lndemnification

Supplier will, at its expense, defend and indemnify Honeywell and its subsidiaries, affiliates, and agents, and lheir respective officers, directors, shareholdars, employees, and customers (col/actively "lndemnitaas") from and against any and all Joss, cest, damage, claim, ar liability, including reasonable attorney and professional fees and costs, and the cest of seltlement, compromise, judgment, or verdict incurred by ar demanded of an lndemnitee arising aut of, resulting from or occurring in connection wilh Supplier's negllgence, willful misconduct, or breach of lhe terms of this Purchase Order. lndemnitee may participate in the defanse ar negotiations to protec! its intarests. Supplier will not antar into any settlemant ar compromise without Honeywell's prior written consant, which will not ba unreasonably withheld.

22.2. lntellectual Property lndemnification

For Goods provided under lhis Purchase Order, Supplier will, at its expanse, defend and indemnify Honeywel/ and its customers (lndemnitee) from and against any and allloss, cest, damage, claim, ar llability, including raasonable attorney and professional fees and costs, and lhe cest of settlement, compromise, judgment, ar verdict incurred by ar demanded Irem lndemnltee arising aut of, or relating to any al/eged ar actual: (a) patent, copyright, ar trademark infringement; (b) unlawful disclosure, use, ar misappropriation of a trade secret; ar {c) violation olany ether lhird-party intellectual property right, and from expenses incurred by lndemnitee in defense of such suit, claim, ar proceeding if Supplier does not undertake lhe delense lhereof.

22.3. Right to Defend

Supplier will have lhe right to conduct the defense and settlement olany claim or action described in this lndemnification and Remedies Section if it acknowiedges in writing its responsibility for such claim. ln no event will Supplier enter into any

settlement without Honeywell's prior written consent, which will not be unreasonably withheld. lndemnitee may participate in a defense or negotiations to protec!its interests. lf any injunclion or restraining order is issued, Supplier will, at its expanse, obtain for lndemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them noninlringing; without any loss of lunctionality.

23. **lnsurance**

Suppliar will maintain and carry liability insurance which includes, bulis not Jimitad to, commarcial general Jiability {including product liability and for sarvices to be performed, completed operations liability) in a sum no Jess !han $5 mil/ion, automobile Jiability in a sum no less !han $5 million, worker's compensation in an amount no less !han the applicable statutory minimum requirament, and employer's Jiability in an amount of no less !han $1 mil/ion, wilh insurance carriers wilh an AM Bests rating of no less !han A- or equivalent. Before delivery of any Goods or commencement olany services under the Purchase Order, Supplier will provide to Honeywell evidence lha!Supplier maintains the described insurance, and !ha! lhe coverage will not be changed wilhout 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 ar satisfaction of the indemnification obligation in this Purchase Order.**

**24. Confidentiality and lntellectual Property**

24.1. *Nl* inlormation, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and ether technical, business, or financial inlormation, !ha!: (a) has been ar will ba supplied to Supplier by or on behalf of Honeywell; or {b) Supplier will design, develop, or create ln connection with this Purchase Order; as to individua! items or a combination of components or both, and whether ar not completed, and all derivatives of (a) and {b) lha!Supplier has ar will design, develop or create are deemed to be "Confidential lnformation" of Honeywell. *Nl* **Confidential lnformation 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 ether appropriate protection. To the extent !ha!exclusive tille or ownership rights in Confidential lnformation may not originally vest in Honeywell, Supplier irrevocably assigns transfers and conveys to Honeywell all right, title, and interes! lherein. made in the course of services rendered. *Nl* rights to i! belong exclusively to Honeywell, wilh Honeywell having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or ether appropriate protec/ion. To lhe extent lha! exclusive title or ownership rights in Confidential lnformation may not originally vest in Honeywell, Supplier irrevocably assigns transfers and conveys to Honeywell all right, title, and interesltherein.

24.2. Honeywell's Confidential lnformation will remain the property of Honeywell. ll may not be used by Supplier for any purpose ether than lorperforming this Purchase Order, may not be disclosed to any lhird party,and will be returned to Honeywell upon the earlier olHoneywell's written request or completion olthe Purchase Order. Jf, wilh Honeywell's prior written approval, Supplier fumishes Confidential lnformation to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to lhisprovision and Supplier will remain responsible to Honeywell for any breach of this provision by its sub-tier suppliers. No disclosure, description or ether communication olany sort will be made by Supplier to any third person of the fact of Honeywell's purchase of Goods under lhis 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. "Persona! Data" means any lnformation relating to an identified or identifiable natural person; an identifiable person is one who can beidentifled, 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 socia! identity. Supplier will: {a) treat Persona! Data of all Honeywell personnel and prospective Honeywell personnel as Confidential lnformation; (b) Iake appropriate technical and organizational security measures as are required by Honeywell to protec!Persona/ Data; (c) use and permlt employees and third parties to use Persona! Data pursuant to Honeywell's instructions only for purposes directly related to lhe performance of obligations under this Purchase Order; (d) refrain from transferring Persona! Data out of lhe European Union unless Honeywell has given its prior consent to lhe 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 ar** proceedings which Honeywell may suffer ar incur arising aut of any breach olthis clause

24.3; and (f) promptly notify Honeywall about: any legally binding request for disclosure

of Persona! Data by a law enforcement agency {unless olherwise prohibited); any accidental or unaulhorized processing of Persona! Data; and any requestsreceived Irem individua/s to whom Persona! Data relates, wilhout responding to lha!request unless it has been otherwise authorized to doso by Honeywell. lf Supplier will process Persona! Data lhalHoneywell transfers from any of its affiliates in the European Union to any of itsaffiliates in lha US pursuant to the U.S. - EU Sale Harbor Framework ("Safe Harbor Persona! Data"), Supplier warrants !haleither {a) Supplier self-certifies to the U.S. - EU Safe Harbor Frameworkwilh respect to the processing of the Safe Harbor Persona! Data and will notify Honeywell immediately if its self-certification terminates for any reason, or

{b) Supplier must provide at least the same Ieve! of privacy protection as required by the

U.S. - EU Safe harbor Framework.

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|  | **GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 2014-03-14)** |  |
|  | • Hong Kong - in accordance with the arbitration rules of the Hong Kong lnternational  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:**  lf Honeywell is a legaI 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 lnternational 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 lnternational Chamber of Commerce. Judgment upon the award rendered by the arbitrators may be entered by any cour! having jurisdiction thereof.The place of arbitration will be London, England.  **32.5. Additional rules applicable to Arbitration:**  Any award will be payablein 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 protec!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 ether 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 identity Honeywell in any  advertising or publicity releases or promotional or marketing materials without Honeywell's prior written approval. Furthermore, Suppller will not claim or suggest, implicitly ar expliciUy, that Honeywell's use of its Goods constitutes Honeywell's endorsement of its Goods.  36. **Non-Exclusivity *I* 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 Ume any of the provisions of this  **Purchase Order will be construed to be a continuing waiver of these provisions, nor will** any failure or delay prejudice the right of the Party to take any action or to exercise any right or remedyto enforce any provision.  39. **Severability**  lf any provision of this Purchase Order (or portion thereof) is held to be illegal, invalid, or  unenforceable by a court of competent jurisdictithe parties agree that the cour! will **construe the provision in a mannerthat renders the provision valid and enforceable to** lhe fullest extent possible under the law of the applicable jurisdiction and that the **remaining provisions will remain in full farce and effecl**  **40. Survival**  All provisions of this Purchase Order which by their nature should apply beyond its term  will remain in Iorce after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: lmport/Customs Compliance; Drawback; Offset; Honeyweii-Supplied Materials, Tooling, Equipment and Technical **Data; Price; Price: Most Favored Customer and Meet or Release; lnvoicing and** Payment; Set Off; Warranty; Cessation of Production; General lndemnification; lntellectual Property lndemnification; lnsurance; Lien Waivers; Confidentiality/Data Privacy and lntellectual Property; Audit; Relationship Between the Parties/lndependent 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. ln case of inconsistencies between translations and the original English version, the English version shall prevail. |  |

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