HONEYWELL INTERNATIONAL INC (HII)- HONEYWELL AEROSPACE TRADING
CONDITIONS OF SALE

1. APPLICABILITY
Purchase orders placed by Customer ("Order") for: (1) the purchase of products, including without limitation, end items, line replaceable units and components thereof and those returned for exchange (collectively referred to as "Products") and/or (2) non-recurring engineering ("NRE") efforts/cost to support a defined customer requirement ("Services") will be governed solely by these Conditions of Sale, unless and to the extent that a separate contract is executed between Customer and Honeywell. Customer is defined as the procuring party. These Conditions of Sale will apply to all Orders for Products and/or Services whether or not the Conditions of Sale are referenced in the Order.

2. CUSTOMER’S ORDERS
Customer shall gain access to, maintain access, and use Honeywell’s specified Electronic Data Interface ("EDI") or www.aerospace.honeywell.com web portal. Customer Orders and Order changes will be transmitted to Honeywell via such EDI or web portal. Customer will use Honeywell’s web portal for all Order status and ship date estimate requests. Orders will specify: (1) Order number; (2) Honeywell’s part number including a general description of the Product; (3) requested delivery dates, which will be no shorter than the published lead-time; (4) price (prices not listed on www.aerospace.honeywell.com must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which the Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Customer, if applicable; (8) location to which invoices will be sent for payment; and (9) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for a military or quasi-military purposes. Avionics Orders placed by Customer for use by or resale to a Training Provider (“Training Provider” means any party purchasing or acquiring Product, software, publications, data or other items for the purpose of providing, directly or indirectly, training to flight crews, maintenance technicians or others) and for the purposes of designing, manufacturing, selling, or supporting aircraft manufacturer specific training tools (including without limitation flight training simulators, flight training devices, and courseware) are subject to Honeywell’s prior written consent which is Customer’s sole responsibility to request. Orders are subject to Honeywell’s minimum order requirements, if any, and Honeywell’s acceptance. Honeywell reserves the right to limit order quantities for certain Product. Honeywell's Order acknowledgment will not constitute acceptance. Any Orders provided under these Conditions of Sale are for the purpose of identifying the information in (1) through (9), above. Unless expressly agreed to in writing by Honeywell, any conflicting terms on an Order will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect. Honeywell reserves the right to reject and will have no liability for Orders which do not meet the requirements set forth in this article.

3. DELIVERY
Delivery terms are EX Works (Incoterms 2020) Honeywell’s designated facility with the exception that Honeywell is responsible for obtaining the export license and completing all export clearance documents. Customer is responsible for all carriage, duties, taxes, and other charges to enable import clearance. Honeywell will schedule delivery in accordance with its published lead-time unless Customer’s Order requests a later delivery date or Honeywell agrees in writing to an earlier delivery date. Honeywell’s lead-times are published on www.aerospace.honeywell.com. Notwithstanding anything else in this clause, Honeywell may ship Product early from Honeywell’s published lead-time, Customer’s requested delivery date, or the agreed to delivery date, as applicable, and Honeywell will be in compliance with Customer’s Order. Honeywell reserves the right to assess an expedite fee for Orders requested to be shipped prior to Honeywell’s published lead-time. Customer will pay all transportation costs (including insurance, taxes, and customs duties) and for any claims to be filed with the carrier. If Honeywell prepays transportation charges or any special routing, packing, labeling, handling, or insurance requested by Customer, Customer will reimburse Honeywell upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Customer when Honeywell places Product at Customer’s disposal at Honeywell’s facility.

4. ACCEPTANCE
Products are presumed accepted unless Honeywell receives written notice of rejection from Customer explaining the basis for rejection within ten (10) calendar days after shipment. Customer must disposition rejected Product in accordance with Honeywell’s written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Product, at its option. Subject to the terms of the section titled “Taxes,” Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Customer will provide copies of freight invoices to Honeywell upon request. The party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection.
5. CHANGES
Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Customer.

6. PRICES
Prices for each Product will be priced at the price in effect on the date of Honeywell’s Order acknowledgement, contingent upon the requested delivery date being before the end of the subsequent year. Pricing may not be available if the published lead-time results in a delivery date for the applicable year, in which case Customer will update the Order to reflect subsequent year pricing as soon as such pricing becomes available. Prices are stated in U.S. currency. Honeywell reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within these Conditions of Sale, if there are specific written price and/or escalation terms agreed between Customer and Honeywell, then those specific terms shall prevail in the event of inconsistency with this general “PRICES” section.

7. PAYMENTS
Unless Customer has been approved by Honeywell to purchase on credit, payment for all Orders will be made at the time of Order placement. In the event Customer has been approved to purchase on credit, payment for that Order will be due no later than 30 calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing. Honeywell will determine in its sole discretion if Customer qualifies to purchase on credit. If credit is granted, Honeywell may change Customer's credit standing at any time in its sole discretion and may, without notice to Customer, modify (e.g., credit limit) or withdraw credit for any Order, including open Orders. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice.

Payments must be in U.S. currency and must be made via electronic fund transfer. Unless otherwise agreed to by Honeywell, payment by credit card is not permitted. Customer will send an email to GCTS AerorRemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing at a minimum Customer’s Order number, Honeywell’s invoice number and the amount paid per invoice. If Honeywell establishes a payment portal, Customer shall pay Honeywell through the portal. Customer agrees to pay a service fee in the amount of five hundred US dollars ($500.00) for each occurrence for its failure to include the remittance detail and minimum information described above. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Customer must pay the undisputed amount of the invoice within the original invoice payment due date.

If Customer is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell’s sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; (2) refuse to process any credit to which Customer may be entitled; (3) set off any credit or sum owed by Honeywell to Customer against any undisputed amount owed by Customer to Honeywell including but not limited to amounts owed under any contract or order between the parties; (4) withhold performance and future shipments to Customer; (5) declare Customer’s performance in breach and terminate any Order; (6) repossess Products for which payment has not been made; (7) deliver future shipments on a cash-with-Order or cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (11) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

8. RETURNED MATERIAL AUTHORIZATION
If Customer wants to return Product to Honeywell, Customer must first obtain permission from Honeywell to make such return using Honeywell’s Return Material Authorization (“RMA”) process. All requests for return must be submitted and approved by Honeywell within sixty (60) calendar days after original receipt of Product by Customer. Any request submitted after sixty (60) calendar days will not be accepted. The returned Product must be received at Honeywell with the approved RMA form and within thirty (30) calendar days of original receipt of Product by Customer.

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days after the RMA is approved or Honeywell reserves the right to reject such return and ship the Product back to Customer, at Customer’s expense.

Customer is responsible for all shipping expense for return of such Product to Honeywell and shipping expenses for the return of the replacement Product back to Customer. Honeywell, at its sole discretion, reserves the right to reject Customer’s request for returns due to any cause not attributable to Honeywell. In the event that Honeywell grants permission to return the Product and Customer makes a return pursuant thereto, Customer will bear the costs of:

(A) A restocking fee equal to twenty percent (20%) of the price Honeywell charged Customer for the returned Product or $1,100, whichever is greater; and
(B) All transportation and handling charges; and
(C) Honeywell will, if the returned Product is unused, undamaged, and in a salable condition, issue to Customer a credit equal to the net amount paid to Honeywell by Customer for such Product, less restocking, transportation, and handling charges described above.

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

10. PRODUCT WARRANTY
"Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors, filters, membranes) are not covered under this warranty. Underwater locating devices (ULDs) are not manufactured by Honeywell or covered by this warranty; however, ULDs may be subject to separate warranties as may be provided by the ULD manufacturer.

Products quoted and sold in New, New Surplus, Overhauled or Serviceable condition are warranted for the periods listed in the “Provisions by Condition” section of these Conditions of Sales, except for electromechanical and hydro mechanical devises which are only warranted for six (6) months from date of shipment. Honeywell warrants that Product sold as New, New Surplus, Overhauled or Serviceable will be accompanied by a certificate of airworthiness; an FAA8130-3 and/or EASA Form 1 (or CAAC if requested).

Notwithstanding anything herein to the contrary, Honeywell provides no warranty for Products quoted and sold in “As is/As Removed” or “Repairable” condition. This Article 10 does not apply to “As is/As Removed” or “Repairable” Products.

Products sold or repaired by a third-party repair station are warranted for the periods listed in Attachment A to these Conditions of Sale.

Customer must notify Honeywell in writing during the warranty period of a Nonconformance and within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell’s written instructions. Honeywell’s obligation and Customer’s sole remedy under this warranty is repair or replacement, at Honeywell’s election, of any Product Nonconformance. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period.

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

Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Honeywell’s instruction; (2) alteration, modification or repair by anyone other than Honeywell or those specifically authorized by Honeywell; (3) accident, contamination, corrosion, foreign object damage, abuse, neglect or negligence after shipment to Customer; (4) damage caused by failure of a Honeywell-supplied product not under warranty or by any hardware or software not supplied by Honeywell; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in

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

**11. PROVISIONS BY CONDITION**

<table>
<thead>
<tr>
<th>CONDITION</th>
<th>DESCRIPTION</th>
<th>WARRANTY INFORMATION (unless otherwise specified in writing by Honeywell)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Product that has no operating time or cycles.</td>
<td></td>
</tr>
<tr>
<td>New Surplus</td>
<td>Product that has been released as “new” surplus by the military, manufacturers, owners/operators, repair facilities, or any other parts supplier.</td>
<td></td>
</tr>
<tr>
<td>Overhauled</td>
<td>Complete disassembly, inspection, rework or replacement of parts and re-assembly and test as required to bring the Product to a zero-time condition per the applicable OEM component maintenance manual.</td>
<td></td>
</tr>
<tr>
<td>Serviceable</td>
<td>A condition in which Product meets the manufacturer approved technical data and inspection requirements and is acceptable for use.</td>
<td>Engine &amp; Mechanical Components: 6 months from the date of shipment.</td>
</tr>
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<td></td>
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<td>Wheels &amp; Brakes: 6 months from the date of shipment.</td>
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<td></td>
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<td>Electrical: 12 months from the date of shipment.</td>
</tr>
<tr>
<td>Repaired</td>
<td>Defects discovered during repair investigation and execution has been rectified using an FAA-approved procedure.</td>
<td>Engine &amp; Mechanical Components: 6 months from the date of shipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wheels &amp; Brakes: 6 months from the date of shipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical: 12 months from the date of shipment.</td>
</tr>
<tr>
<td>Repairable</td>
<td>Product, assembly, part, or material that can be made serviceable by replacing or processing failed or damaged parts to an FAA-approved procedure.</td>
<td>Engine &amp; Mechanical Components: No Warranty</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wheels &amp; Brakes: No Warranty</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical: No Warranty</td>
</tr>
<tr>
<td>As-is/As removed</td>
<td>Product with all faults in its current condition, the condition of which is unknown.</td>
<td>Engine &amp; Mechanical Components: No Warranty</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wheels &amp; Brakes: No Warranty</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical: No Warranty</td>
</tr>
</tbody>
</table>

**12. EXCUSABLE DELAY OR NONPERFORMANCE**

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party’s ability to perform under these Conditions of Sale, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

**13. TERMINATION**

Either party may terminate these Conditions of Sale and any or all unperformed Orders by giving written notice to the other party upon the occurrence of any of the following events:

a) Except as otherwise provided in (b), the other party materially breaches these Conditions of Sale and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach;

b) The other party fails to make any payment required to be made under these Conditions of Sale when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or

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c) Any insolvency or suspension of the other party's operations or any petition filed or proceeding made by or against the other party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim, or cause of action accruing to either party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under these Conditions of Sale or in law or equity.

14. DISPUTES
Any dispute, claim, controversy, action, cause of action, arising out of or relating to these Conditions of Sale, including the breach, termination or validity thereof will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the applicable law set forth in these Conditions of Sale.

Either party may apply to the arbitrator(s) seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under these Conditions of Sale, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator’s determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

15. APPLICABLE LAW
These Conditions of Sale, and all matters related to these Conditions of Sale, will be governed by, construed in accordance with, and enforced under the laws of the State of New York, U.S.A. without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Customer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

16. LIMITATION OF LIABILITY
IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE ARE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS, WHICHEVER IS LESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

17. NONDISCLOSURE AND NON-USE OF INFORMATION
“Proprietary Information” means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret. Proprietary Information also includes information disclosed orally or visually if the disclosing party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving party within 30 calendar days after disclosure. For 30 calendar days from disclosure, oral or visual information identified before disclosure as Proprietary Information will be provided the same protections as provided Proprietary Information under these Conditions of Sale.

The receiving party will not use or disclose Proprietary Information except as permitted in these Conditions of Sale for 10 years from the date of disclosure under these Conditions of Sale.

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Each party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving party notifies the original disclosing party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

The receiving party has no duty to protect information that is: (a) developed by the receiving party independently of the disclosing party’s Proprietary Information; (b) obtained without restriction by the receiving party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of these Conditions of Sale by the receiving party; or (d) known to the receiving party at the time of its disclosure, without an existing duty to protect the information.

The receiving party may disclose Proprietary Information only to its employees and contract employees (collectively “employees”) having a need-to-know with respect to the intent of these Conditions of Sale. Each party must ensure that its employees are aware of, are subject to and comply with the terms of these Conditions of Sale. The receiving party may disclose the disclosing party’s Proprietary Information to a third party with respect to the intent of these Conditions of Sale if: (1) the disclosing party authorizes it in writing; (2) the receiving party under these Conditions of Sale requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving party under these Conditions of Sale; and (3) the receiving party provides an executed copy of the proprietary information agreement to the disclosing party upon request of the disclosing party.

The receiving party may use the Proprietary Information strictly in the normal operation of Honeywell's Products and/or Services (the “Purpose”) and not use Proprietary Information for any other purpose whatsoever. The receiving party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing party, the receiving party is not permitted to use or disclose the disclosing party’s Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing party’s products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or Product of the disclosing party or any part thereof; (C) perform any services, including services relating to the Products or equipment of the disclosing party; or (D) deliver under a contract or make subject to a “rights in data” clause or equivalent clause.

Nothing in these Conditions of Sale grants or confers any rights on the part of any party by license or otherwise, express, or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving party will promptly notify the disclosing party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing party's Proprietary Information. If the disclosing party requests, the receiving party will cooperate in all reasonable respects to contest the disclosure or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within 180 calendar days after the termination of these Conditions of Sale and upon written request of the disclosing party, the receiving party will return to the disclosing party all of the disclosing party’s Proprietary Information and all copies. If not returned, the receiving party will destroy and provide a written confirmation of destruction to the disclosing party, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

18. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT
Honeywell will defend Customer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Customer resulting from such suit provided that Customer notifies Honeywell in writing promptly after Customer is apprised of the third-party claim, and Customer agrees to give sole and complete authority, information and assistance (at Honeywell’s reasonable expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Customer’s attorney fees or costs.

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Honeywell will have no liability or obligation to defend and indemnify Customer to the extent FAR 52.227-1 “Authorization and Consent” applies to Customer’s prime or higher-tier contract for infringement of a United States patent and Customer is not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees by a third party.

Honeywell will have no liability obligation to defend and indemnify Customer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Customer’s designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the documentation; or (c) any combination of the Products with any article or service not furnished by Honeywell; (d) use of other than the latest version of software Product released by Honeywell; (e) any modification of the Product other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

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

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense, (1) procure for Customer the right to continue using the Product; (2) replace or modify the Product so that it becomes non-infringing; or (3) accept return of the Product or terminate Customer’s license to use the infringing Product and grant Customer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping the infringing Product without being in breach of these Conditions of Sale.

If the final judgment assessed against Customer is based on the revenue generated from the use of the Goods, as opposed to from the sale of the Product by Honeywell to Customer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell’s liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the price paid by Customer to Honeywell for the Product that gave rise to the claim. Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" section for any claim for damages based on a theory of liability other than a patent and copyright infringement claim is subject to the provisions of the "Limitation of Liability" section of these Conditions of Sale.

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

19. SOFTWARE LICENSE

"Licensed Software" means software, including all related updates, changes, revisions, and documentation, if any, that Customer is entitled to use under these Conditions of Sale, and which is not subject to a separate software license between the parties.

Subject to Customer’s compliance with the terms of these Conditions of Sale, Honeywell grants to Customer and Customer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. Honeywell (and its licensors, if applicable) retain all title to the intellectual property related to all material and software provided under these Conditions of Sale.

Customer may transfer its license to use the Licensed Software to a third party only in conjunction with Customer’s sale of any Honeywell or Customer Product on which the Licensed Software is installed or with which it is used. Customer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in these Conditions of Sale. Except as specifically permitted in these Conditions of Sale, the Licensed Software may not be sublicensed, transferred, or loaned to any other party without Honeywell’s prior express written consent.

Unless specifically authorized by Honeywell in writing, Customer is prohibited from making copies of Licensed Software except for backup purposes. Customer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.

Customer may not directly or indirectly make any effort to deconstruct the Licensed Software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.
Notwithstanding the warranties provided elsewhere herein, Customer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Customer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Customer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell’s ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 calendar days after initial delivery of the Licensed Software.

Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Customer.

20. SPECIAL TOOLING AND DATA
Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids and replacements items, created or used by Honeywell in the performance of its obligations under these Conditions of Sale. Honeywell owns all rights to Special Tooling including related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities, except to the extent that title is specifically transferred in writing from an authorized representative of Honeywell to Customer. Unless otherwise specified in writing, Honeywell retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, whether or not furnished with the Products. Furthermore, any transfer of title does not include transfer of Honeywell’s intellectual property used to create or that may be embodied in the Special Tooling, other than a license to use the Special Tooling, without modification. “Input Data” means data and other information that Customer or persons acting on Customer’s behalf input, upload, transfer or make accessible in relation to, or which is collected from Customer or third-party devices or equipment by, the Product. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. This section survives expiration or termination of these Conditions of Sale.

21. EXPORT
Customer is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approvals required for Products, transfers, services, and technical data delivered and use of all product, technology and software purchased, licensed, or received from Honeywell. Customer will retain documentation evidencing compliance with those laws and regulations.

Honeywell will not be liable to Customer for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell’s ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or (3) delays due to Customer’s failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Customer designates the freight forwarder for export shipments from the United States, then Customer’s freight forwarder will export on Customer’s behalf and Customer will be responsible for any failure of Customer’s freight forwarder to comply with all applicable export requirements. Honeywell will provide Customer’s designated freight forwarder with required commodity information.

22. TAXES
Honeywell’s pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties, tariffs, and charges (collectively, “Taxes”). Customer will pay all Taxes resulting from Honeywell’s performance under these Conditions of Sale, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under these Conditions of Sale, then in addition to the purchase price, Honeywell will invoice Customer for such Taxes unless at the time of Order placement, Customer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under these Conditions of Sale, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Customer will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Customer will forward to Honeywell, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient. In no event will Honeywell be liable for Taxes paid or payable by Customer.
23. NOTICES
Every notice between the parties relating to the performance or administration of these Conditions of Sale will be made in writing and, if to Customer, to Customer’s authorized representative or, if to Honeywell, to Honeywell’s authorized representative. All notices required under these Conditions of Sale notices will be deemed received when delivered either: (a) two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

All notices must be addressed as follows:

To Honeywell:

Honeywell Aerospace Trading
Attn: HAT Sales Leader
1720 E Grant St
Phoenix, AZ  85034

To Customer: Address: Customer’s address on the Order or to Customer’s purchasing representative.

For legal notices related to these Conditions of Sale, send an additional copy to: Honeywell International Inc., Aerospace, 1944 E. Sky Harbor Circle, Phoenix, Arizona 85034, Attn: General Counsel.

24. GENERAL PROVISIONS
Assignment. Customer will not assign any rights or obligations under these Conditions of Sale without the advance written consent of Honeywell, which consent will not be unreasonably withheld or delayed. Any attempt to assign or delegate in violation of this clause will be void. Commercial Use. Customer represents and warrants that any technical data or software provided by Honeywell to Customer under these Conditions of Sale will not be delivered, directly or indirectly, to any agency of government in the performance of a contract, or subcontract with the respective government without the prior written consent of Honeywell. Data Privacy. Each party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other party in the performance of that other party’s obligations under these Conditions of Sale (“Staff”). Each party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate, and in accordance with the applicable data protection legislation, each party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other party by sending a written request with proof of identity to the other party to the address set forth in these Conditions of Sale. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Conditions of Sale. Relationship of Parties. The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by these Conditions of Sale. Neither party has the right to bind or obligate the other. Severability. If any provision or portion of a provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision. Survival. Provisions of these Conditions of Sale that by their nature should continue in force beyond the completion or termination of an Order will remain in force. Third Party Beneficiaries. Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the parties to these Conditions of Sale only and not for the benefit of any third party. Waiver. Failure of either party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of any provisions hereunder. Business Processing. Honeywell’s standard business processing terms apply and can be found at https://aerospace.honeywell.com, go to “Terms & Conditions/Conditions of Sale General Terms” (“General Terms”). In the event there is a conflict between these Conditions of Sale and the General Terms, these Conditions of Sale will take precedence. Entire Agreement. The terms contained in these Conditions of Sale, together with the General Terms section, is the entire agreement between Customer and Honeywell with respect to an Order and supersedes any prior agreements and representations, oral or written, and all other communications between Customer and Honeywell relating to an Order.
## ATTACHMENT A

### Honeywell Third Party Vendor Warranty Periods

<table>
<thead>
<tr>
<th>THIRD PARTY VENDOR</th>
<th>BENCH TEST</th>
<th>REPAIR*</th>
<th>OVERHAUL*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aero Accessories</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Aero Controls</td>
<td>N/A</td>
<td>12 months</td>
<td>16 months</td>
</tr>
<tr>
<td>Cross Check</td>
<td>6 months</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Delta Tech Ops</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Duke’s Aerospace</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>First Choice</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Lufthansa Technik</td>
<td>N/A</td>
<td>12 months**</td>
<td>12 months</td>
</tr>
<tr>
<td>Nordam</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Perform Air</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Safe Fuel</td>
<td>N/A</td>
<td>6 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Silver Wings</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Triumph Grand Prairie</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Triumph Hot Springs</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Triumph Wellington</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Unicorp</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Velocity Burbank</td>
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<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Velocity Ft. Lauderdale</td>
<td>N/A</td>
<td>6 months**</td>
<td>12 months***</td>
</tr>
<tr>
<td>XTRA</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
</tbody>
</table>

*All warranty periods set forth in this Attachment A begin from date of shipment unless otherwise stated.

**Warranty period only valid for work performed.

***Warranty period only valid on parts replaced as part of standard overhaul.

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ATTACHMENT B

EXCHANGE PROGRAM - REQUIREMENTS AND CONDITIONS

1. Customer will, at its sole expense and risk, deliver Customer owned equipment (“Core Exchange Equipment”) and required documentation to Honeywell's designated facility given below.

   Honeywell International Inc. - HAT
   c/o XPO Logistics,
   1720 E. Grant Street,
   Phoenix, AZ,
   85034

2. Honeywell will deliver Honeywell owned equipment (“Exchange Equipment”) EX Works (Incoterm 2010), Honeywell's designated facility. Honeywell reserves the right to impose charges for any special routing, packing, labeling, handling, or insurance requested by Customer.

3. TITLE
   Effective upon shipment by Honeywell of Exchange Equipment, (i) Customer transfers and warrants to Honeywell good title to the Core Exchange Equipment, free and clear of all liens, security interests and encumbrances and (ii) Honeywell transfers and warrants to Customer good title to the Exchange Equipment, free and clear of all liens, security interests and encumbrances, except as reserved to Honeywell under these Conditions of Sale. As a condition precedent to the effectivity of the title transfer described within this article, each Party agrees to deliver to the other any documents necessary to transfer such title and release any encumbrances for product exchanged. The risk of loss or damage to all equipment in transit shall be borne by the Party initiating the transportation of such equipment.

4. CORE RETURN POLICY
   If the Core Exchange Equipment and its complete documentation are not received by Honeywell within thirty (30) days beginning on the date Honeywell shipped the Exchange Equipment, to the proof of delivery date of Core Exchange Equipment at the Honeywell facility, the Exchange Equipment will be considered purchased outright. If the Core Exchange Equipment requires application of International export/import requirements, fifteen (15) extra days will be allocated for receipt by Honeywell. Customer will be charged the outright sale price as specified in GoDirect Trade for outright purchase of the Exchange Equipment in the condition delivered.

   Core Exchange Equipment shall not have PMA parts or DER repairs within the unit.

5. DOCUMENTATION POLICY
   Documentation submitted by the Customer for the Core Exchange Equipment is subject to review and approval by Honeywell. Approval of the documentation is given at the sole discretion of Honeywell. Documentation provided must include, but is not limited to, traceability documentation back to the last operator (or other authorized certification organization, if approved by Honeywell) and a signed Non-Incident Statement and/or ATA106 form certifying that the Core Exchange Equipment has not been involved in any reportable aircraft accident or incident during the time it was owned or operated by the Customer. For any APU, Engine, Landing Gear, or other Life Limited Part (LLP) Equipment, the original OEM Log Book(s) and LLP records with full back-to-birth traceability and Non-Incident Statements are required, along with the fully completed procurement checklist provided by Honeywell. For any Equipment containing Life Limited Parts, additional Non-Incident Statements for the Equipment may be required from previous operators of the Equipment, at the discretion of Honeywell. If documentation acceptable to Honeywell is not received by the time the Core Exchange Equipment is received, as outlined in Section 3 above, the Exchange Equipment will be considered purchased outright, and Customer will be charged the outright sale price as specified in GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted.

6. BEYOND ECONOMICALLY REPAIR (BER) POLICY
   Honeywell may accept BER cores that are in-process at Honeywell repair facilities, at Honeywell’s discretion. Honeywell reserves the right to reject such BER cores. If a BER core is not accepted, the Exchange Equipment will be considered purchased outright, and Customer will be charged current catalog value for the outright purchase as specified on GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted. For BER or Return As-Is units, a scrap cost fee will apply.

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7. Customer will pay Honeywell the then-current Honeywell catalog price for all external missing components and LRUs where applicable.

8. With the timely placement of a purchase order pursuant to the terms and conditions of these Conditions of Sale by Customer to Honeywell, Honeywell will ship the Exchange Equipment consistent with the mutually agreed upon delivery schedule.

9. All other terms and conditions are per Honeywell’s “HII Honeywell Aerospace Trading Conditions of Sale ("Terms"). In the event there is a conflict between this Attachment B and the Terms, this Attachment B takes precedence. Any additional or conflicting terms and notes included on the purchase orders will be considered null and void.
1. APPLICABILITY

Purchase orders placed by Customer (“Order”) for: (1) the purchase of products, including without limitation, end items, line replaceable units and components thereof and those returned for exchange (collectively referred to as “Products”) and/or (2) non-recurring engineering (“NRE”) efforts/cost to support a defined customer requirement (“Services”) will be governed solely by these Conditions of Sale, unless and to the extent that a separate contract is executed between Customer and Honeywell. Customer is defined as the procuring party. These Conditions of Sale will apply to all Orders for Products and/or Services whether or not the Conditions of Sale are referenced in the Order.

2. CUSTOMER’S ORDERS

Customer shall gain access to, maintain access, and use Honeywell’s specified Electronic Data Interface (“EDI”) or www.aerospace.honeywell.com web portal. Customer Orders and Order changes will be transmitted to Honeywell via such EDI or web portal. Customer will use Honeywell’s web portal for all Order status and ship date estimate requests. Orders will specify: (1) Order number; (2) Honeywell’s part number including a general description of the Product; (3) requested delivery dates, which will be no shorter than the published lead-time; (4) price (prices not listed on myaerospace.com must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which the Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Customer, if applicable; (8) location to which invoices will be sent for payment; and (9) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for a military or quasi-military purposes.

Orders placed by Customer for use by or resale to a Training Provider (“Training Provider” means any party purchasing or acquiring Product, software, publications, data or other items for the purpose of providing, directly or indirectly, training to flight crews, maintenance technicians or others) and for the purposes of designing, manufacturing, selling, or supporting aircraft manufacturer specific training tools (including without limitation flight training simulators, flight training devices, and courseware) are subject to Honeywell’s prior written consent which is Customer’s sole responsibility to request. Orders are subject to Honeywell’s minimum order requirements, if any, and Honeywell’s acceptance. Honeywell reserves the right to limit order quantities for certain Product. Honeywell’s Order acknowledgment will not constitute acceptance. Except as provided in this section, all provisions on Customer’s Order and all other documents submitted by Customer are expressly rejected. Honeywell will not be deemed to have waived these Conditions of Sale if it fails to object to provisions submitted by Customer. Customer’s silence, acceptance or use of Products is an acceptance of these Conditions of Sale. Any Orders provided under this Agreement are for the purpose of identifying the information in (1) through (9), above. Unless expressly agreed to in writing by Honeywell, any conflicting terms on an Order will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect. Honeywell reserves the right to reject and will have no liability for Orders which do not meet the requirements set forth in this section.

3. DELIVERY

Delivery terms are EX Works (Incoterms 2020), Honeywell’s designated facility with the exception that Honeywell is responsible for obtaining the export license and completing all export clearance documents. Customer is responsible for all carriage, duties, taxes, and other charges to enable import clearance. Honeywell will schedule delivery in accordance with its published lead-time unless Customer’s Order requests a later delivery date or Honeywell agrees in writing to an earlier delivery date. Honeywell’s lead-times are published on www.aerospace.honeywell.com. Notwithstanding anything else in this clause, Honeywell may ship Product early from Honeywell’s published lead-time, Customer’s requested delivery date, or the agreed to delivery date, as applicable, and Honeywell will be in compliance with Customer’s Order. Honeywell reserves the right to assess an expedite fee for Orders requested to be shipped prior to Honeywell’s published lead-time. Customer will pay all transportation costs (including insurance, taxes, and customs duties) and for any claims to be filed with the carrier. If Honeywell prepays transportation charges or any special routing, packing, labeling, handling or insurance requested by Customer, Customer will reimburse Honeywell upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Customer when Honeywell places Product at Customer’s disposal at Honeywell’s facility.

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Notwithstanding the foregoing, title to parts removed from the Product during warranty repair will transfer to Honeywell and parts used to repair the Product will transfer to Customer.

4. ACCEPTANCE
Products- Products are presumed accepted unless Honeywell receives written notice of rejection from Customer explaining the basis for rejection within 10 calendar days after shipment. Customer must disposition rejected Product to Honeywell in accordance with Honeywell’s written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Product, at its option. Subject to the terms of the section titled “Taxes,” Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Customer will provide copies of freight invoices to Honeywell upon request. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection.

Services - Customer will inspect Services within 10 calendar days from completion of Services. Services will be presumed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within that time. Honeywell, at Honeywell's option, will be afforded a reasonable opportunity to repair or replace, rejected Services, provided the reason for rejection is due solely to the fault of Honeywell. Customer further agrees that partial or beneficial use of the work by Customer prior to final inspection and acceptance will constitute acceptance of the work under these Conditions of Sale.

5. CHANGES
Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Customer.

6. PRICES
Prices for each Product will be priced at the price in effect on the date of Honeywell’s Order acknowledgement, contingent upon the requested delivery date being before the end of the subsequent year. Pricing may not be available if the published lead-time results in a delivery date for the subsequent year, in which case Customer will update the Order to reflect subsequent year pricing as soon as such pricing becomes available. Prices are stated in U.S. currency. Honeywell reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within these Conditions of Sale, if there are specific written price and/or escalation terms agreed between Customer and Honeywell, then those specific terms shall prevail in the event of inconsistency with this general “PRICES” section.

Prices do not include any charges for services such as transport; preservation packaging; insurance; brokerages fees; sales; use; inventory or excise taxes; customs; import or export duties, special financing fees; value added taxes; income or royalty taxes imposed outside of Switzerland; consular fees; special permits or licenses; or similar charges imposed upon the productions, sale, distribution, or delivery of Products hereunder. Customer shall either pay any and all such taxes and charges or provide Honeywell with acceptable exemption certificates, which obligation shall survive performance under these Conditions of Sale. Standard packing is included in the contract price unless expressly stated otherwise. While every care is taken in packing, Honeywell does not undertake any responsibility for damage to packing or Products during transit.

7. PAYMENTS
Unless Customer has been approved by Seller to purchase on credit, payment for all Orders will be made at the time of Order placement. In the event Customer has been approved to purchase on credit from Seller, payment for that Order will be due no later than 30 calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing. Seller will determine in its sole discretion if Customer qualifies to purchase on a credit. If credit is granted, Seller may change Customer’s credit standing at any time in its sole discretion and may, without notice to Customer, modify (e.g. credit limit) or withdraw credit for any Order, including open Orders. Partial shipments will be invoiced as they are shipped. Seller may submit invoices electronically and it is not required to provide a hard copy of the invoice.

Payments must be in U.S. currency and must be made via electronic fund transfer. Unless otherwise agreed to in writing by Seller, payment by credit card is not permitted. Customer will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing at a minimum Customer’s Order number, Seller’s invoice number and the amount paid per invoice. If Honeywell establishes a payment portal, Customer shall pay Honeywell through such portal. Customer agrees to pay a

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service fee in the amount of five hundred US dollars ($500.00) for each occurrence for its failure to include the remittance detail and minimum information described above. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Customer must pay the undisputed amount of the invoice within the original invoice payment due date. If Customer makes any unapplied payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

If Customer is delinquent in its payment obligations to Seller or any of Seller’s affiliates for any undisputed amount regardless whether under this Agreement or any other contract with Seller or any of Seller’s affiliates, Seller may, at Seller’s sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times under any contract; (2) refuse to process any credit to which Customer may be entitled under any contract; (3) set off any credit or sum owed by Seller or any of Seller’s affiliates to Customer against any undisputed amount owed by Customer to Seller or any of Seller’s affiliates including but not limited to amounts owed under any contract or order between the Parties; (4) withhold performance and future shipments to Customer to which Seller or any of Seller’s affiliates is obliged under any contract; (5) declare Customer’s performance in breach and terminate any Order under this Agreement or any order under any mutually concluded contract with Seller or any of Seller’s affiliates; (6) repossess Products for which payment has not been made; (7) deliver future shipments under any contract on a cash-with-Order or cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (11) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

8. RETURNED MATERIAL AUTHORIZATION
If Customer wants to return Product to Honeywell, Customer must first obtain permission from Honeywell to make such return using Honeywell’s Return Material Authorization (“RMA”) process. All requests for return must be submitted and approved by Honeywell within sixty (60) calendar days after original receipt of Product by Customer. Any request submitted after sixty (60) calendar days will not be accepted. The returned Product must be received at Honeywell with the approved RMA form and within thirty (30) calendar days after the RMA is approved or Honeywell reserves the right to reject such return and ship the Product back to Customer, at Customer’s expense.

Customer is responsible for all shipping expense for return of such Product to Honeywell and shipping expenses for the return of the replacement Product back to Customer. Honeywell, at its sole discretion, reserves the right to reject Customer’s request for returns due to any cause not attributable to Honeywell. In the event that Honeywell grants permission to return the Product and Customer makes a return pursuant thereto, Customer will bear the costs of:

(A) A restocking fee equal to twenty percent (20%) of the price Honeywell charged Customer for the returned Product or $1,100, whichever is greater; and
(B) All transportation and handling charges; and
(C) Honeywell will, if the returned Product is unused, undamaged, and in a salable condition, issue to Customer a credit equal to the net amount paid to Honeywell by Customer for such Product, less restocking, and handling charges described above.

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

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10. PRODUCT WARRANTY

This clause is applicable for Honeywell Products only. For non-Honeywell Products, Honeywell will pass on the same warranty terms, if any, as previously granted to Honeywell.

Honeywell warrants that at time of shipment to Customer its Products will comply with applicable Honeywell drawings, and for a period of the earlier of 6 months from first use or 12 months after shipment, the Products will be free from defects in workmanship and material. These warranties run to Customer, its successors, permitted assigns, and customers.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors, filters, membranes) are not covered under this warranty. Underwater locating devices (ULDs) are not manufactured by Honeywell or covered by this warranty; however, ULDs may be subject to separate warranties as may be provided by the ULD manufacturer.

"Nonconformance" means failure to comply with, or failure to operate due to noncompliance with, applicable Seller drawing or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

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

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

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

Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Honeywell’s instruction; (2) alteration, modification or repair by anyone other than Honeywell or those specifically authorized by Honeywell; (3) accident, contamination, corrosion, foreign object damage, abuse, neglect or negligence after shipment to Customer; (4) damage caused by failure of a Honeywell-supplied product not under warranty or by any hardware or software not supplied by Honeywell; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell-manufactured Products.

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

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

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11. PROVISIONS BY CONDITION

<table>
<thead>
<tr>
<th>CONDITION</th>
<th>DESCRIPTION</th>
<th>WARRANTY INFORMATION (unless otherwise specified in writing by Honeywell)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Product that has no operating time or cycles.</td>
<td>• Engine &amp; Mechanical Components: 12 months from the date of invoice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Wheels &amp; Brakes: the earlier of 6 months from first use or 12 months after Product shipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Electrical: 36 months from the date of invoice.</td>
</tr>
<tr>
<td>New Surplus</td>
<td>Product that has been released as “new” surplus by the military, manufacturers, owners/operators, repair facilities, or any other parts supplier.</td>
<td>• Engine &amp; Mechanical Components: 12 months from the date of invoice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Wheels &amp; Brakes: the earlier of 6 months from first use or 12 months after Product shipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Electrical: 12 months from the date of invoice.</td>
</tr>
<tr>
<td>Overhauled</td>
<td>Complete disassembly, inspection, rework or replacement of parts and re-assembly and test as required to bring the Product to a zero time condition per the applicable OEM component maintenance manual.</td>
<td>• Engine &amp; Mechanical Components: 12 months from the date of invoice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Wheels &amp; Brakes: the earlier of 6 months from first use or 12 months after Product shipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Electrical: 12 months from the date of invoice.</td>
</tr>
<tr>
<td>Serviceable</td>
<td>A condition in which Product meets the manufacturer approved technical data and inspection requirements and is acceptable for use.</td>
<td>• Engine &amp; Mechanical Components: 6 months from the date of invoice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Wheels &amp; Brakes: the earlier of 6 months from the date of invoice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Electrical: 12 months from the date of invoice.</td>
</tr>
<tr>
<td>Repaired</td>
<td>Defects discovered during repair investigation and execution has been rectified using an FAA-approved procedure.</td>
<td>• Engine &amp; Mechanical Components: 6 months from the date of invoice unless otherwise specified by Honeywell.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wheels &amp; Brakes: 6 months from the date of invoice unless otherwise specified by Honeywell.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical: 12 months from the date of invoice unless otherwise specified by Honeywell.</td>
</tr>
<tr>
<td>Repairable</td>
<td>Product, assembly, part, or material that can be made serviceable by replacing or processing failed or damaged parts to an FAA-approved procedure.</td>
<td>• Engine &amp; Mechanical Components: No Warranty</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wheels &amp; Brakes: No Warranty unless otherwise specified by Honeywell.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical: No Warranty</td>
</tr>
<tr>
<td>As-is/As removed</td>
<td>Product with all faults in its current condition, the condition of which is unknown.</td>
<td>• Engine &amp; Mechanical Components: No Warranty.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Wheels &amp; Brakes: No Warranty.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Electrical: No Warranty</td>
</tr>
</tbody>
</table>

12. EXCUSABLE DELAY OR NONPERFORMANCE (FORCE MAJEURE)

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party’s ability to perform under these Conditions of Sale, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

13. TERMINATION

Either party may terminate these Conditions of Sale and any or all unperformed Orders by giving written notice to the other party upon the occurrence of any of the following events:

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

Termination does not affect any debt, claim, or cause of action accruing to either party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under these Conditions of Sale or in law or equity.

14. DISPUTES - INTENTIONALLY LEFT BLANK

15. APPLICABLE LAW AND JURISDICTION

These Conditions of Sale and all matters related to these Conditions of Sale will be governed by, construed in accordance with, and enforced under the laws of Switzerland without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods 1980, and any successor thereto, will not apply.

Any dispute arising in connection with an Order or with these Conditions of Sale shall be finally settled by the courts of Lausanne, Switzerland, and Customer and HIS irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, these courts.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE ARE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

17. NONDISCLOSURE AND NON-USE OF INFORMATION

“Proprietary Information” means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret. Proprietary Information also includes information disclosed orally or visually if the disclosing party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving party within 30 calendar days after disclosure. For 30 calendar days from disclosure, oral or visual information identified before disclosure as Proprietary Information will be provided the same protections as provided Proprietary Information under these Conditions of Sale.

The receiving party will not use or disclose Proprietary Information except as permitted in these Conditions of Sale for 10 years from the date of disclosure under these Conditions of Sale.

Each party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving party notifies the original disclosing party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

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The receiving party has no duty to protect information that is: (a) developed by the receiving party independently of the disclosing party’s Proprietary Information; (b) obtained without restriction by the receiving party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of these Conditions of Sale by the receiving party; or (d) known to the receiving party at the time of its disclosure, without an existing duty to protect the information.

The receiving party may disclose Proprietary Information only to its employees and contract employees (collectively “employees”) having a need-to-know with respect to the intent of these Conditions of Sale. Each party must ensure that its employees are aware of, are subject to and comply with the terms of these Conditions of Sale. The receiving party may disclose the disclosing party’s Proprietary Information to a third party with respect to the intent of these Conditions of Sale if: (1) the disclosing party authorizes it in writing; (2) the receiving party under these Conditions of Sale requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving party under these Conditions of Sale; and (3) the receiving party provides an executed copy of the proprietary information agreement to the disclosing party upon request of the disclosing party.

The receiving party may use the Proprietary Information strictly in the normal operation of Honeywell’s Products and/or Services (the “Purpose”) and not use Proprietary Information for any other purpose whatsoever. The receiving party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing party, the receiving party is not permitted to use or disclose the disclosing party’s Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing party’s products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or Product of the disclosing party or any part thereof; (C) perform any services, including services relating to the Products or equipment of the disclosing party; or (D) deliver under a contract or make subject to a "rights in data" clause or equivalent clause.

Nothing in these Conditions of Sale grants or confers any rights on the part of any party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving party will promptly notify the disclosing party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing party’s Proprietary Information. If the disclosing party requests, the receiving party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within 180 calendar days after the termination of these Conditions of Sale and upon written request of the disclosing party, the receiving party will return to the disclosing party all of the disclosing party’s Proprietary Information and all copies. If not returned, the receiving party will destroy and provide a written confirmation of destruction to the disclosing party, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

18. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Honeywell will defend Customer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Customer resulting from such suit provided that Customer notifies Honeywell in writing promptly after Customer is apprised of the third-party claim, and Customer agrees to give sole and complete authority, information and assistance (at Honeywell’s reasonable expense) for the defense and disposition of the claim to Honeywell. Honeywell will not be responsible for any compromise or settlement made without Honeywell’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Customer’s attorney fees or costs.

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Honeywell will have no liability or obligation to defend and indemnify Customer to the extent FAR 52.227-1 “Authorization and Consent” applies to Customer’s prime or higher-tier contract for infringement of an United States patent and Customer is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys’ fees by a third party.

Honeywell will have no liability obligation to defend and indemnify Customer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Customer’s designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; or (c) any combination of the Product with any article or service not furnished by Honeywell; or (d) use of other than the latest version of software Product released by Honeywell; or (e) any modification of the Product other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

Further, Customer agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell’s obligations to Customer as set forth in this “Indemnity Against Patent and Copyright Infringement” section for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Customer’s license to use the infringing Product in the case of a software Product and grant Customer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of these Conditions of Sale.

If the final judgment assessed against Customer is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Customer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell’s liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Customer to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this “Indemnity Against Patent and Copyright Infringement” is subject to the provisions of the “Limitation of Liability” section of these Conditions of Sale.

This “Indemnity Against Patent and Copyright Infringement” section states the parties’ entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

19. SOFTWARE LICENSE

Licensed Software means software, including all related updates, changes, revisions and documentation, if any, that Customer is entitled to use under the Conditions of Sale and which is not subject to a separate software license between the parties.

Subject to Customer’s compliance with the terms of these Conditions of Sale, Seller grants to Customer and Customer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license.

Seller (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under these Conditions of Sale.

Customer may transfer its license to use the Licensed Software to a third party only in conjunction with Customer’s sale of any Seller or Customer Product on which the Licensed Software is installed or with which it is used.

Customer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in these Conditions of Sale. Except as specifically permitted in these Conditions of Sale, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior consent.

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express written consent.
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Customer may not directly or indirectly make any effort to deconstruct the Licensed Software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.

If the Licensed Software includes Seller furnishing third party software, the Licensed Software is provided for use under the terms of the license, warranty or other conditions of such third party.

In addition to any other remedy Seller may have, Seller reserves the right to terminate Customer’s or its successor’s Licensed Software if Customer, or if successor, fails to comply with this Licensed Software. Customer agrees, upon notice from Seller of any termination of this Licensed Software and following specific directions from Seller, to deliver immediately to Seller all Licensed Software and copies thereof in Customer’s possession.

Notwithstanding the warranties provided elsewhere herein, Customer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Customer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Customer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell’s ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 calendar days after initial delivery of the Licensed Software.

Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Customer.

20. SPECIAL TOOLING AND DATA

Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids and replacements items, created or used by Honeywell in the performance of its obligations under these Conditions of Sale. Honeywell owns all rights to Special Tooling including related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities, except to the extent that title is specifically transferred in writing from an authorized representative of Honeywell to Customer. Unless otherwise specified in writing, Honeywell retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, whether or not furnished with the Products. Furthermore, any transfer of title does not include transfer of Honeywell’s intellectual property used to create or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification. “Input Data” means data and other information that Customer or persons acting on Customer’s behalf input, upload, transfer or make accessible in relation to, or which is collected from Customer or third-party devices or equipment by, the Product or Service. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. This Section survives expiration or termination of this Conditions of Sale.

21. EXPORT

Customer is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Customer will retain documentation evidencing compliance with those laws and regulations.

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Honeywell will not be liable to Customer for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:

(1) The failure to provide or the cancellation of export or re-export licenses;
(2) Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or
(3) Delays due to Customer’s failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Customer designates the freight forwarder for export shipments from the United States, then Customer’s freight forwarder will export on Customer’s behalf and Customer will be responsible for any failure of Customer’s freight forwarder to comply with all applicable export requirements. Honeywell will provide Customer’s designated freight forwarder with required commodity information.

22. TAXES

Honeywell’s pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, “Taxes”). Customer will pay all Taxes resulting from Honeywell’s performance under these Conditions of Sale, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under these Conditions of Sale, then in addition to the purchase price, Honeywell will invoice Customer for such Taxes unless at the time of Order placement, Customer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under these Conditions of Sale, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Customer will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Customer will forward to Honeywell, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Customer.

23. NOTICES

Every notice between the parties relating to the performance or administration of these Conditions of Sale will be made in writing and, if to Customer, to Customer’s authorized representative. All notices required under these Conditions of Sale will be deemed received when delivered either:

1. Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

All notices must be addressed as follows:
For legal notices related to these Conditions of Sale send to: Honeywell International Sarl., Zone d’Activités La Pièce 16, 1180 Rolle, Switzerland, Attn: General Counsel.

To Customer: Address: Customer’s address on the Order or to Customer's purchasing representative.

24. GENERAL PROVISIONS

Assignment. Customer will not assign any rights or obligations under these Conditions of Sale without the advance written consent of Honeywell, which consent will not be unreasonably withheld or delayed. Any attempt to assign or delegate in violation of this clause will be void. Data Privacy. Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that

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other Party’s obligations under this Conditions of Sale (“Staff”). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Conditions of Sale. Commercial Use. Customer represents and warrants that any technical data or software provided by Honeywell to Customer under these Conditions of Sale will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Conditions of Sale. Relationship of Parties. The parties acknowledge that they are independent contractors and no other relationship, including without limitation, partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Conditions of Sale. Neither party has the right to bind or obligate the other. Severability. If any provision or portion of a provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision. Survival. Provisions of these Conditions of Sale that by their nature should continue in force beyond the completion or termination of an Order will remain in force. Third Party Beneficiaries. Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the parties to these Conditions of Sale only and not for the benefit of any third party. Waiver. Failure of either party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver those provisions. Business Processing. Honeywell’s standard business processing terms apply and can be found at https://aerospace.honeywell.com, go to “Terms & Conditions/Conditions of Sale General Terms” (“General Terms”). In the event there is a conflict between these Conditions of Sale and the General Terms, these Conditions of Sale will take precedence.

25. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS
In regards to Honeywell Products, the Customer recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Honeywell or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and the Customer only allows the Customer the right to use the Products, and no rights to either modify or reproduce.

26. TRADEMARK
Customer agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.

27. ENTIRE AGREEMENT
The terms contained in these Conditions of Sale, together with General Terms section, is the entire agreement between Customer and Honeywell with respect to an Order and supersedes any prior agreements and representations, oral or written, and all other communications between Customer and Honeywell relating to an Order.
# ATTACHMENT A

Honeywell Third Party Vendor Warranty Periods

<table>
<thead>
<tr>
<th>THIRD PARTY VENDOR</th>
<th>BENCH TEST</th>
<th>REPAIR*</th>
<th>OVERHAUL*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aero Accessories</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Aero Controls</td>
<td>N/A</td>
<td>12 months</td>
<td>16 months</td>
</tr>
<tr>
<td>Cross Check</td>
<td>6 months</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Delta Tech Ops</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Duke’s Aerospace</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>First Choice</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Lufthansa Technik</td>
<td>N/A</td>
<td>12 months**</td>
<td>12 months</td>
</tr>
<tr>
<td>Nordam</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Perform Air</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Safe Fuel</td>
<td>N/A</td>
<td>6 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Silver Wings</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Triumph Grand Prairie</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Triumph Hot Springs</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
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<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Unicorp</td>
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<td>12 months</td>
<td>12 months</td>
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<tr>
<td>Velocity Burbank</td>
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<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Velocity Ft. Lauderdale</td>
<td>N/A</td>
<td>6 months**</td>
<td>12 months***</td>
</tr>
<tr>
<td>XTRA</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
</tbody>
</table>

*All warranty periods set forth in this Attachment A begin from date of shipment unless otherwise stated.

**Warranty period only valid for work performed.

***Warranty period only valid on parts replaced as part of standard overhaul.
ATTACHMENT B

EXCHANGE PROGRAM - REQUIREMENTS AND CONDITIONS

1. Customer will, at its sole expense and risk, deliver Customer owned equipment (“Core Exchange Equipment”) and required documentation to Honeywell's designated facility given below.

   Honeywell International Inc. - HAT
   c/o XPO Logistics,
   1720 E. Grant Street,
   Phoenix, AZ,
   85034

2. Honeywell will deliver Honeywell owned equipment (“Exchange Equipment”) EX Works (Incoterms 2010), Honeywell's designated facility. Honeywell reserves the right to impose charges for any special routing, packing, labeling, handling, or insurance requested by Customer.

3. TITLE
   Effective upon shipment by Honeywell of Exchange Equipment, (i) Customer transfers and warrants to Honeywell good title to the Core Exchange Equipment, free and clear of all liens, security interests and encumbrances and (ii) Honeywell transfers and warrants to Customer good title to the Exchange Equipment, free and clear of all liens, security interests and encumbrances, except as reserved to Honeywell under these Conditions of Sale. As a condition precedent to the effectivity of the title transfer described within this article, each Party agrees to deliver to the other any documents necessary to transfer such title and release any encumbrances for product exchanged. The risk of loss or damage to all equipment in transit shall be borne by the Party initiating the transportation of such equipment.

4. CORE RETURN POLICY
   If the Core Exchange Equipment and its complete documentation are not received by Honeywell within thirty (30) days beginning on the date Honeywell shipped the Exchange Equipment, to the proof of delivery date of Core Exchange Equipment at the Honeywell facility, the Exchange Equipment will be considered purchased outright. If the Core Exchange Equipment requires application of International export/import requirements, fifteen (15) extra days will be allocated for receipt by Honeywell. Customer will be charged the outright sale price as specified in GoDirect Trade for outright purchase of the Exchange Equipment in the condition delivered.

   Core Exchange Equipment shall not have PMA parts or DER repairs within the unit.

5. DOCUMENTATION POLICY
   Documentation submitted by the Customer for the Core Exchange Equipment is subject to review and approval by Honeywell. Approval of the documentation is given at the sole discretion of Honeywell. Documentation provided must include, but is not limited to, traceability documentation back to the last operator (or other authorized certification organization, if approved by Honeywell) and a signed Non-Incident Statement and/or ATA106 form certifying that the Core Exchange Equipment has not been involved in any reportable aircraft accident or incident during the time it was owned or operated by the Customer. For any APU, Engine, Landing Gear, or other Life Limited Part (LLP) Equipment, the original OEM Log Book(s) and LLP records with full back-to-birth traceability and Non-Incident Statements are required, along with the fully completed procurement checklist provided by Honeywell. For any Equipment containing Life Limited Parts, additional Non-Incident Statements for the Equipment may be required from previous operators of the Equipment, at the discretion of Honeywell. If documentation acceptable to Honeywell is not received by the time the Core Exchange Equipment is received, as outlined in Section 3 above, the Exchange Equipment will be considered purchased outright, and Customer will be charged the outright sale price as specified in GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted.

6. BEYOND ECONOMICALLY REPAIR (BER) POLICY
   Honeywell may accept BER cores that are in-process at Honeywell repair facilities, at Honeywell’s discretion. Honeywell reserves the right to reject such BER cores. If a BER core is not accepted, the Exchange
Equipment will be considered purchased outright, and Customer will be charged current catalog value for the outright purchase as specified on GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted. For BER or Return As-Is units, a scrap cost fee will apply.

7. Customer will pay Honeywell the then-current Honeywell catalog price for all external missing components and LRUs where applicable.

8. With the timely placement of a purchase order pursuant to the terms and conditions of these Conditions of Sale by Customer to Honeywell, Honeywell will ship the Exchange Equipment consistent with the mutually agreed upon delivery schedule.

9. All other terms and conditions are per Honeywell’s “HIS Honeywell Aerospace Trading Conditions of Sale (“Terms”). In the event there is a conflict between this Attachment B and the Terms, this Attachment B takes precedence. Any additional or conflicting terms and notes included on the purchase orders will be considered null and void.
1. APPLICABILITY
Purchase orders placed by Customer (“Order”) for: (1) the purchase of products, including without limitation, end items, line replaceable units and components thereof and those returned for exchange (collectively referred to as “Products”) and/or (2) non-recurring engineering (“NRE”) efforts/cost to support a defined customer requirement (“Services”) will be governed solely by these Conditions of Sale, unless and to the extent that a separate contract is executed between Customer and Honeywell. Customer is defined as the procuring party. These Conditions of Sale will apply to all Orders for Products and/or Services whether or not the Conditions of Sale are referenced in the Order.

2. CUSTOMER’S ORDERS
Customer shall gain access to, maintain access, and use Honeywell’s specified Electronic Data Interface (“EDI”) or MyAerospace.com web portal. Customer Orders and Order changes will be transmitted to Honeywell via such EDI or web portal. Customer will use Honeywell’s web portal for all Order status and ship date estimate requests. Orders will specify: (1) Order number; (2) Honeywell’s part number including a general description of the Product; (3) requested delivery dates, which will be no shorter than the published lead-time; (4) price/prices not listed on myaerospace.com must reference either a valid Honeywell contract or quote number; (5) quantity; (6) location to which the Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Customer; if applicable; (8) location to which invoices will be sent for payment; and (9) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for a military or quasi-military purposes. Orders placed by Customer for use by or resale to a Training Provider (“Training Provider” means any party purchasing or acquiring Product, software, publications, data or other items for the purpose of providing, directly or indirectly, training to flight crews, maintenance technicians or others) and for the purposes of designing, manufacturing, selling, or supporting aircraft manufacturer specific training tools (including without limitation flight training simulators, flight training devices, and courseware) are subject to Honeywell’s prior written consent which is Customer’s sole responsibility to request. Orders are subject to Honeywell’s minimum order requirements, if any, and Honeywell’s acceptance. Honeywell reserves the right to limit order quantities for certain Product. Honeywell’s Order acknowledgment will not constitute acceptance. Except as provided in this section, all provisions on Customer’s Order and all other documents submitted by Customer are expressly rejected. Honeywell will not be deemed to have waived these Conditions of Sale if it fails to object to provisions submitted by Customer. Customer’s silence, acceptance or use of Products is acceptance of these Conditions of Sale. Any additional or conflicting terms on an Order will not apply unless specifically agreed to in writing by Honeywell. Honeywell reserves the right to reject, and will have no liability for Orders which do not meet the requirements set forth in this section.

3. DELIVERY
Delivery terms are EX Works (Incoterms 2010), Honeywell’s designated facility with the exception that Honeywell is responsible for obtaining the export license and completing all export clearance documents. Customer is responsible for all duties, taxes, and other charges payable upon export. Honeywell will schedule delivery in accordance with its published lead-time unless Customer’s Order requests a later delivery date or Honeywell agrees in writing to an earlier delivery date. Honeywell’s lead-times are published on MyAerospace.com. Notwithstanding anything else in this clause, Honeywell may ship Product early from Honeywell’s published lead-time, Customer’s requested delivery date, or the agreed to delivery date, as applicable, and Honeywell will be in compliance with Customer’s Order. Honeywell reserves the right to assess an expedite fee for Orders requested to be shipped prior to Honeywell’s published lead-time. Customer will pay all transportation costs (including insurance, taxes and customs duties) and for any claims to be filed with the carrier. If Honeywell prepays transportation charges or any special routing, packing, labeling, handling or insurance requested by Customer, Customer will reimburse Honeywell upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Customer when Honeywell places Product at Customer’s disposal at Honeywell’s facility.
4. ACCEPTANCE
Products - Products are presumed accepted unless Honeywell receives written notice of rejection from Customer explaining the basis for rejection within 10 calendar days after shipment. Customer must disposition rejected Product in accordance with Honeywell’s written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Product, at its option. Subject to the terms of the section titled “Taxes,” Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell’s designated facility for the return of properly rejected Products. Customer will provide copies of freight invoices to Honeywell upon request. The party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection.

Services - Customer will inspect Services within 10 calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Customer’s sole and exclusive remedy for unaccepted Services by Customer. Customer further agrees that partial or beneficial use of the work by Customer prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection.

5. CHANGES
Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Customer.

6. PRICES
Prices for each Product will be priced at the price in effect on the date of Honeywell’s Order acknowledgement, contingent upon the requested delivery date being before the end of the subsequent year. Pricing may not be available if the published lead-time results in a delivery date for the applicable year, in which case Customer will update the Orderto reflect subsequent year pricing as soon as such pricing becomes available. Prices are stated in U.S. currency. Honeywell reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within these Conditions of Sale, if there are specific written price and/or escalation terms agreed between Customer and Honeywell, then those specific terms shall prevail in the event of inconsistency with this general “PRICES” section.

7. PAYMENTS
Unless Customer has been approved by Honeywell to purchase on credit, payment for all Orders will be made at the time of Order placement. In the event Customer has been approved to purchase on credit from Honeywell, payment for that Order will be due no later than 30 calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing. Honeywell will determine in its sole discretion if Customer qualifies to purchase on a credit. If credit is granted, Honeywell may change Customer's credit standing at any time in its sole discretion and may, without notice to Customer, modify (e.g. credit limit) or withdraw credit for any Order, including open Orders. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice.

Payment(s) by a Customer which is a Non-Resident must be made in U.S. currency by wire transfer to Honeywell’s account #0117470059 at Citibank Berhad SWIFT# CITIMYKL unless otherwise directed in accordance with the “Remit To” field on each invoice; Payment(s) by a Customer which is a Resident must be made in Malaysian Ringgit (unless an exemption is obtained from Bank Negara Malaysia), the exchange rate being middle exchange rate of Malaysia Ringgit against USD on the first day of the invoice published by Bank Negara Malaysia. Payments by a Customer which is a Resident must be made by wire transfer to Honeywell’s account #0117470105 at Citibank Berhad SWIFT# CITIMYKL, unless otherwise directed in accordance with the “Remit To” field on each invoice.

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Customer will send an email to GCTSAERORemittance@Honeywell.com on or before the date of the electronic fund transfer advising remittance detail containing at a minimum Customer’s Order number. Honeywell’s invoice number and the amount paid per invoice. If Honeywell establishes a payment portal, Customer shall pay Honeywell through such portal. Customer agrees to pay a service fee in the amount of five hundred US dollars ($500.00) for each occurrence for its failure to include the remittance detail and minimum information described above. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Customer must pay the undisputed amount of the invoice by the original invoice payment due date. If Customer makes any unapplied payment and fails to reply to Honeywell’s request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

If Customer is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at its sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; (2) refuse to process any credit to which Customer may be entitled; (3) set off any credit or sum owed by Honeywell to Customer against any undisputed amount owed by Customer to Honeywell including but not limited to amounts owed under any contract or order between the Parties; (4) withhold performance and future shipments to Customer; (5) declare Customer’s performance in breach and terminate any Order; (6) repossess Products for which payment has not been made; (7) deliver future shipments on a cash-with-Order or cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (11) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

(“Resident” means the following:
(a) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia; or
(b) an unincorporated body registered with or approved by any authority in Malaysia.
“Non-Resident” means an entity other than a Resident).

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

9. PRODUCT WARRANTY
Honeywell warrants that at time of shipment to Customer its Products will comply with applicable Honeywell drawings, and for a period of the earlier of 6 months from first use or 12 months after shipment of the Products will be free from defects in workmanship and material. These warranties run to Customer, its successors, permitted assigns, and customers.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flash tubes, lamps, batteries, storage capacitors, filters, membranes) are not covered under this warranty. Underwater locating devices (ULDs) are not manufactured by Honeywell or covered by this warranty; however, ULDs may be subject to separate warranties as may be provided by the ULD manufacturer.

"Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

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

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

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

Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Honeywell’s instruction; (2) alteration, modification or repair by anyone other than Honeywell or those specifically authorized by Honeywell; (3) accident, contamination, corrosion, foreign object damage, abuse, neglect or negligence after shipment to Customer; (4) damage caused by failure of a Honeywell-supplied product not under warranty or by any hardware or software not supplied by Honeywell; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell-manufactured Products. Honeywell has no obligation under this warranty unless Customer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Honeywell’s Product. Upon Honeywell’s request, Customer will give Honeywell access to these records for substantiating warranty claims.

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

10. EXCUSABLE DELAY OR NONPERFORMANCE
Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party’s ability to perform under these Conditions of Sale, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crisis, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

11. TERMINATION
HONEYWELL - CONFIDENTIAL: This document and its contents are the property of Honeywell, are provided in confidence, and may not, in whole or in part, be disclosed to others for any purpose without prior written permission from Honeywell. All rights reserved.
Either party may terminate these Conditions of Sale and any or all unperformed Orders by giving written notice to the other party upon the occurrence of any of the following events:

a) Except as otherwise provided in (b), the other party materially breaches these Conditions of Sale and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach;

b) the other party fails to make any payment required to be made under these Conditions of Sale when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or

c) any insolvency or suspension of the other party’s operations or any petition filed or proceeding made by or against the other party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim, or cause of action accruing to either party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under these Conditions of Sale or in law or equity.

12. DISPUTES

If Customer is incorporated in a country within Asia Pacific region, any dispute, claim, controversy, action, cause of action, arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the Hong Kong International Arbitration Center. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be Hong Kong. The law of this arbitration clause will be in accordance with the applicable law set forth in this Agreement. The language of the arbitration will be English. Any award will be payable in US dollars.

If Customer is not incorporated in a country within Asia Pacific region, any dispute, claim, controversy, action, cause of action, arising out of or relating to these Conditions of Sale, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the applicable law set forth in these Conditions of Sale.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under these Conditions of Sale, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator’s determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

13. APPLICABLE LAW

These Conditions of Sale will be governed by the laws of the State of New York, U.S.A. without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Customer
14. LIMITATION OF LIABILITY
IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE ARE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

15. NONDISCLOSURE AND NON-USE OF INFORMATION

“Proprietary Information” means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret.

Proprietary Information also includes information disclosed orally or visually if the disclosing party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving party within 30 calendar days after disclosure. For 30 calendar days from disclosure, oral or visual information identified before disclosure as Proprietary Information will be provided the same protections as provided Proprietary Information under these Conditions of Sale.

The receiving party will not use or disclose Proprietary Information except as permitted in these Conditions of Sale for 10 years from the date of disclosure under these Conditions of Sale.

Each party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving party notifies the original disclosing party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

The receiving party has no duty to protect information that is: (a) developed by the receiving party independently of the disclosing party’s Proprietary Information; (b) obtained without restriction by the receiving party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of these Conditions of Sale by the receiving party; or (d) known to the receiving party at the time of its disclosure, without an existing duty to protect the information.

The receiving party may disclose Proprietary Information only to its employees and contract employees (collectively “employees”) having a need-to-know with respect to the intent of these Conditions of Sale. Each party must ensure that its employees are aware of, are subject to and comply with the terms of these Conditions of Sale. The receiving party may disclose the disclosing party’s Proprietary Information to a third party with respect to the intent of these Conditions of Sale if: (1) the disclosing party authorizes it in writing; (2) the receiving party under these Conditions
of Sale requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving party under these Conditions of Sale; and (3) the receiving party provides an executed copy of the proprietary information agreement to the disclosing party upon request of the disclosing party.

The receiving party may use the Proprietary Information strictly in the normal operation of Honeywell's Products and/or Services (the “Purpose”) and not use Proprietary Information for any other purpose whatsoever. The receiving party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing party, the receiving party is not permitted to use or disclose the disclosing party’s Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing party's products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or Product of the disclosing party or any part thereof; (C) perform any services, including services relating to the Products or equipment of the disclosing party; or (D) deliver under a contract or make subject to a "rights in data" clause or equivalent clause.

Nothing in these Conditions of Sale grants or confers any rights on the part of any party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving party will promptly notify the disclosing party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing party’s Proprietary Information. If the disclosing party requests, the receiving party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within 180 calendar days after the termination of these Conditions of Sale and upon written request of the disclosing party, the receiving party will return to the disclosing party all of the disclosing party’s Proprietary Information and all copies. If not returned, the receiving party will destroy and provide a written confirmation of destruction to the disclosing party, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

16. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT
Honeywell will defend Customer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Customer resulting from such suit provided that Customer notifies Honeywell in writing promptly after Customer is apprised of the third-party claim, and Customer agrees to give sole and complete authority, information and assistance (at Honeywell’s reasonable expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Customer’s attorney fees or costs.

Honeywell will have no obligation or liability to defend and indemnify Customer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Customer's designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; or (c) any combination of the Product with any article or service not furnished by Honeywell; or (d) use of other than the latest version of software Product released by Honeywell; or (e) any modification of the Product.
other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

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

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Customer’s license to use the infringing Product in the case of a software Product and grant Customer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping the infringing Products without being in breach of these Conditions of Sale.

If the final judgment assessed against Customer is based on the revenue generated from the use of the Product, as opposed to the sale of the Product by Honeywell to Customer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell’s liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Customer to Honeywell for the Product that gave rise to the claim.

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

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

17. SOFTWARE LICENSE

"Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Customer is entitled to use under the Conditions of Sale and which is not subject to a separate software license between the parties.

Subject to Customer’s compliance with the terms of these Conditions of Sale, Honeywell grants to Customer and Customer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. Honeywell (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under these Conditions of Sale.

Customer may transfer its license to use the Licensed Software to a third party only in conjunction with Customer’s sale of any Honeywell or Customer Product on which the Licensed Software is installed or with which it is used. Customer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in these Conditions of Sale. Except as specifically permitted in these Conditions of Sale, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell’s prior express written consent.

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Unless specifically authorized by Honeywell in writing, Customer is prohibited from making copies of Licensed Software except for backup purposes. Customer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.

Customer may not directly or indirectly make any effort to deconstruct the Licensed Software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.

Notwithstanding the warranties provided elsewhere herein, Customer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Customer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Customer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell’s ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 calendar days after initial delivery of the Licensed Software. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Customer.

18. SPECIAL TOOLING AND DATA
Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under these Conditions of Sale. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Customer. Any transfer of title to Special Tooling does not include transfer of Honeywell’s intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

“Input Data” means data and other information that Customer or persons acting on Customer’s behalf input, upload, transfer or make accessible in relation to, or which is collected from Customer or third party devices or equipment by, the Product/Service. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. This Section survives expiration or termination of this Agreement.

19. EXPORT
Customer is responsible for compliance with all applicable import and export control laws and regulations. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Customer will retain documentation evidencing compliance with those laws and regulations.

Honeywell will not be liable to Customer for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell’s ability to perform, including:

(1) The failure to provide or the cancellation of export or re-export licenses;
(2) Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell’s performance; or
(3) Delays due to Customer’s failure to follow applicable import, export, transfer, or re-export laws and regulations.

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If Customer designates the freight forwarder for export shipments, then Customer's freight forwarder will export on Customer's behalf and Customer will be responsible for any failure of Customer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Customer's designated freight forwarder with required commodity information.

20. TAXES
Honeywell’s pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, “Taxes”). Customer will pay all Taxes resulting from Honeywell’s performance under the Conditions of Sale, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Conditions of Sale, then in addition to the purchase price, Honeywell will invoice Customer for the Taxes unless at the time of Order placement, Customer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under the Conditions of Sale, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Customer will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Customer will forward to Honeywell, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Customer. This clause will survive expiration or any termination of these Conditions of Sale.

21. NOTICES
Every notice between the parties relating to the performance or administration of the Conditions of Sale will be made in writing and, if to Customer, to Customer’s authorized representative. All notices required under these Conditions of Sale will be deemed received when delivered either:

1. Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

All notices must be addressed as follows:
For legal notices related to these Conditions of Sale send to: Honeywell International Sdn Bhd, Aerospace Commercial Business Division Level 25, The Vertical, Avenue 10, Bangsar South City, UOA Corporate Tower, Lobby B, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia. Attn: General Counsel.

To Customer: Address: Customer's address on the Order or to Customer's purchasing representative.

22. GENERAL PROVISIONS
Assignment. Neither party will assign any rights or obligations under these Conditions of Sale without the advance written consent of the other party, which consent will not be unreasonably withheld or delayed except that either party may assign these Conditions of Sale in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

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Data Privacy. Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party’s obligations under this Agreement (“Staff”). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Agreement.

Commercial Use. Customer represents and warrants that any technical data or software provided by Honeywell to Customer under these Conditions of Sale will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract or subcontract with the respective government without the prior written consent of Honeywell.

Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Conditions of Sale.

Relationship of Parties. The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Conditions of Sale. Neither party has the right to bind or obligate the other.

Severability. If any provision or portion of a provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision.

Survival. Provisions of these Conditions of Sale that by their nature should continue in force beyond the completion or termination of an Order will remain in force.

Third Party Beneficiaries. Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the parties to these Conditions of Sale only and not for the benefit of any third party.

Waiver. Failure of either party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of those provisions.

Business Processing. Honeywell’s then-current business processing terms apply and can be found at https://myaerospace.honeywell.com, click on “Terms & Conditions – Honeywell Aerospace” from the “Most Popular Tasks” list at the bottom of the home screen (“General Terms”). In the event there is a conflict between these Conditions of Sale and the General Terms, these Conditions of Sale will take precedence.

23. ENTIRE AGREEMENT
These Conditions of Sale contains the entire agreement between the Customer and Honeywell with respect to the subject matter of the Order and supersedes any prior agreements or representations, oral or written, and all other communications relating to the subject matter of an Order. These Conditions of Sale will not be varied except in writing signed by an authorized representative of each party.
**ATTACHMENT A**

Honeywell Third Party Vendor Warranty Periods

<table>
<thead>
<tr>
<th>THIRD PARTY VENDOR</th>
<th>BENCH TEST</th>
<th>REPAIR*</th>
<th>OVERHAUL*</th>
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</thead>
<tbody>
<tr>
<td>Aero Accessories</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Aero Controls</td>
<td>N/A</td>
<td>12 months</td>
<td>16 months</td>
</tr>
<tr>
<td>Cross Check</td>
<td>6 months</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Delta Tech Ops</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Duke’s Aerospace</td>
<td>N/A</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>First Choice</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Lufthansa Technik</td>
<td>N/A</td>
<td>12 months**</td>
<td>12 months</td>
</tr>
<tr>
<td>Nordam</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Perform Air</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Safe Fuel</td>
<td>N/A</td>
<td>6 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Silver Wings</td>
<td>N/A</td>
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<td>12 months</td>
</tr>
<tr>
<td>Triumph Grand Prairie</td>
<td>N/A</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Triumph Hot Springs</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
<tr>
<td>Triumph Wellington</td>
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<td>12 months</td>
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<tr>
<td>Unicorp</td>
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<td>Velocity Burbank</td>
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<td>Velocity Ft. Lauderdale</td>
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<td>6 months**</td>
<td>12 months***</td>
</tr>
<tr>
<td>XTRA</td>
<td>N/A</td>
<td>12 months</td>
<td>18 months</td>
</tr>
</tbody>
</table>

*All warranty periods set forth in this Attachment A begin from date of shipment unless otherwise stated.*

**Warranty period only valid for work performed.***

***Warranty period only valid on parts replaced as part of standard overhaul.*
ATTACHMENT B

EXCHANGE PROGRAM - REQUIREMENTS AND CONDITIONS

1. Customer will, at its sole expense and risk, deliver Customer owned equipment (“Core Exchange Equipment”) and required documentation to Honeywell’s designated facility given below.

Honeywell International Inc. - HAT
c/o XPO Logistics,
1720 E. Grant Street,
Phoenix, AZ,
85034

2. Honeywell will deliver Honeywell owned equipment (“Exchange Equipment”) EX Works (Incoterms 2010), Honeywell’s designated facility. Honeywell reserves the right to impose charges for any special routing, packing, labeling, handling, or insurance requested by Customer.

3. TITLE
Effective upon shipment by Honeywell of Exchange Equipment, (i) Customer transfers and warrants to Honeywell good title to the Core Exchange Equipment, free and clear of all liens, security interests and encumbrances and (ii) Honeywell transfers and warrants to Customer good title to the Exchange Equipment, free and clear of all liens, security interests and encumbrances, except as reserved to Honeywell under these Conditions of Sale. As a condition precedent to the effectivity of the title transfer described within this article, each Party agrees to deliver to the other any documents necessary to transfer such title and release any encumbrances for product exchanged. The risk of loss or damage to all equipment in transit shall be borne by the Party initiating the transportation of such equipment.

4. CORE RETURN POLICY
If the Core Exchange Equipment and its complete documentation are not received by Honeywell within thirty (30) days beginning on the date Honeywell shipped the Exchange Equipment, to the proof of delivery date of Core Exchange Equipment at the Honeywell facility, the Exchange Equipment will be considered purchased outright. If the Core Exchange Equipment requires application of International export/import requirements, fifteen (15) extra days will be allocated for receipt by Honeywell. Customer will be charged the outright sale price as specified in GoDirect Trade for outright purchase of the Exchange Equipment in the condition delivered.

Core Exchange Equipment shall not have PMA parts or DER repairs within the unit.

5. DOCUMENTATION POLICY
Documentation submitted by the Customer for the Core Exchange Equipment is subject to review and approval by Honeywell. Approval of the documentation is given at the sole discretion of Honeywell. Documentation provided must include, but is not limited to, traceability documentation back to the last operator (or other authorized certification organization, if approved by Honeywell) and a signed Non-Incident Statement and/or ATA100 form certifying that the Core Exchange Equipment has not been involved in any reportable aircraft accident or incident during the time it was owned or operated by the Customer. For any APU, Engine, Landing Gear, or other Life Limited Part (LLP) Equipment, the original OEM Log Book(s) and LLP records with full back-to-birth traceability and Non-Incident Statements are required, along with the fully completed procurement checklist provided by Honeywell. For any Equipment containing Life Limited Parts, additional Non-Incident Statements for the Equipment may be required from previous operators of the Equipment, at the discretion of Honeywell. If documentation acceptable to Honeywell is not received by the time the Core Exchange Equipment is received, as outlined in Section 3 above, the Exchange Equipment will be considered purchased outright, and Customer will be charged the outright sale price as specified in GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted.

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6. BEYOND ECONOMICALLY REPAIR (BER) POLICY
Honeywell may accept BER cores that are in-process at Honeywell repair facilities, at Honeywell’s discretion. Honeywell reserves the right to reject such BER cores. If a BER core is not accepted, the Exchange Equipment will be considered purchased outright, and Customer will be charged current catalog value for the outright purchase as specified on GoDirect Trade. An invoice for the difference between the outright sale price and the exchange price will be submitted. For BER or Return As-Is units, a scrap cost fee will apply.

7. Customer will pay Honeywell the then-current Honeywell catalog price for all external missing components and LRUs where applicable.

8. With the timely placement of a purchase order pursuant to the terms and conditions of these Conditions of Sale by Customer to Honeywell, Honeywell will ship the Exchange Equipment consistent with the mutually agreed upon delivery schedule.

9. All other terms and conditions are per Honeywell’s “HISB Honeywell Aerospace Trading Conditions of Sale” (“Terms”). In the event there is a conflict between this Attachment B and the Terms, this Attachment B takes precedence. Any additional or conflicting terms and notes included on the purchase orders will be considered null and void.