

HARDWARE TERMS

- 1. Hardware.** These hardware terms (the “**Hardware Terms**”) set out the terms and conditions applicable to the hardware for which you have contracted, purchased or subscribed (“**Hardware**”) as identified in the Order Form and form part of the Agreement. The Hardware Terms take precedence over other Agreement terms in relation to the Hardware.
- 2. Delivery.** The Order Form specify the delivery schedule and site of delivery. Hardware delivery terms are EXWORKS (Incoterms 2020) at our designated facility, except we are responsible for obtaining export licenses. Delivery dates are estimates. Risk of loss or damage transfers to you upon delivery. We will invoice you for all shipping, handling, customs, insurance, and similar charges incurred by us in shipping the Hardware. We reserve the right to ship the Hardware to you freight collect. You must promptly notify us if any of the Hardware is not satisfactory and comply with our instructions regarding any unsatisfactory Hardware. If we have not received any notice from you within 7 days after delivery, you are deemed to have accepted the Hardware as being received in satisfactory condition. You may not cancel or defer delivery of the Hardware, after we have accepted the Order Form, without our written approval, which may be subject to your payment of cancellation and other charges.
- 3. Sale, Subscription.** Fees are set out in the Order Form. We may change prices for Hardware at any time (other than for accepted orders) and to correct accidental pricing errors. For Hardware that you purchase, you obtain title upon the later of delivery or full payment. For Hardware that you acquire on a subscription basis: (i) we retain title and you obtain only those rights that are expressly provided to you in writing, and possess it subject and subordinate to our rights; (ii) you will keep Hardware free and clear from any liens or encumbrances; (iii) you will give immediate notice of any attachment or process affecting the Hardware or our title to it; (iv) you are liable for the costs of repair or replacement of the Hardware if damaged or lost due to theft, negligence, intentional acts or other causes within your, your employees’ or your service providers’ reasonable control; (v) we grant, subject to the terms of the Agreement, a non-exclusive, non-transferable, non-sublicensable, worldwide (subject to export restrictions) license to you to use the Hardware for the term. We reserve the right to make changes in design of the Hardware without obligation to make equivalent changes to the Hardware that has previously been supplied to you. You shall return (or at our option and your cost, destroy) Hardware to which we have title within 20 days of expiration or termination of the Agreement.
- 4. Embedded Software.** We grant to you a limited, worldwide (subject to export restrictions), non-exclusive, non-transferable, non-assignable, revocable, object code license to software incorporated within the Hardware (“**Embedded Software**”) solely for use with the Hardware. We and our Affiliates, licensors and suppliers, own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to you in the Hardware Terms. We may automatically check your version of the Embedded Software, device security control settings, and network accessibility, and automatically send updates in order to maintain compatibility with our offerings and provide the latest security updates and enhancements.
- 5. Acceptable Use.** You may use the Hardware in a commercially reasonable manner in accordance with the written instructions that accompany the Hardware, as updated by us or the Hardware manufacturer from time to time. You will not, and you will not permit any person or entity to, use the Hardware or Embedded Software for purposes of or in connection with: (a) distributing it in any manner not authorized by us; (b) modifying or tampering with it; (c) utilizing it in a manner that competes directly or indirectly with us; (d) providing maintenance or consulting services; and (e) interfering with its proper functioning. Any unauthorized use of the Hardware or Embedded Software may result in termination or suspension of the Agreement or the right to use it. You must not use the Hardware in any way that would reasonably be expected to cause liability or harm to us or third parties. Honeywell and Affiliates may use anonymized and operational data collected from the Hardware to provide, protect, improve or develop our products or services.
- 6. Warranty.** We warrant that the Hardware and Embedded Software will comply with the applicable specifications and be free from material defects in workmanship for 12 months from delivery, or if applicable the Hardware subscription period (“**Hardware Warranty**”). The Hardware Warranty does not cover any Hardware or Embedded Software that is (a) improperly installed or used; (b) damaged by accident or negligence, including failure to follow the proper maintenance; or (c) damaged as a result of (i) modification or alteration by you or any other party, (ii) operation under conditions beyond the specified operating parameters set out in the applicable published specifications, (iii) use in violation of the Agreement; or (iv) repaired or serviced by anyone other than us or our authorized representatives. The Hardware Warranty is non-transferable. If the Hardware or Embedded Software fails (“**Failed Hardware**”), you must contact us to request a return materials authorization to obtain a replacement. Failed Hardware must be returned at your expense in the box in which your replacement Hardware is shipped within 20 business days of receipt of the replacement using the freight label included. If the Hardware is not in compliance with the Hardware Warranty, shipping of the repaired or replaced product will be at our expense. You will be charged for any Failed Hardware that you do not return to us, or for returned Hardware not covered by the Hardware Warranty. Your sole and exclusive remedy for Failed Hardware is replacement, as described in this provision. EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 6, THE HARDWARE AND EMBEDDED SOFTWARE IS PROVIDED “AS IS” WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR (OR YOUR USERS) USE OF IT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS INCLUDING NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, WE DO NOT WARRANT THAT THE HARDWARE OR EMBEDDED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.