

Termini e condizioni

I seguenti termini e condizioni vengono applicati, senza eccezione, a tutte le vendite fatte dalla Honeywell Control Systems Ltd

Except as otherwise agreed to on the face hereof or in a separate writing, the following terms and conditions apply without exception to all sales described on the face hereof by the member of the Honeywell International Inc. group of companies identified on the face of this document ("Honeywell"), acting by and through its authorized officers and agents, and Honeywell International Inc. business to Buyer.

1. **SOLE TERMS.** Honeywell's sale is expressly limited to the terms herein and any additional or different terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Honeywell. Honeywell's acceptance of Buyer's purchase order is expressly conditional upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from Honeywell constitutes Buyer's acceptance of these terms and conditions in their entirety.

2. **QUOTE/ PRICES/MINIMUM ORDER.** Honeywell's quotation, if constituting the reverse side of this document, is firm only if (a) Buyer enters an order within the time specified on the quote or, if no duration is specified, then 30 days from the date of the quotation; and (b) Buyer also specifies the quantity of goods ordered to be delivered within twelve (12) months from date of the quote. Honeywell standard prices at time of shipment may, at Honeywell's option, apply to those quantities actually delivered more than twelve (12) months from date of the quote. Prices are subject to change without notice; however, Honeywell will endeavor to provide at least thirty (30) days written notice of any changes. Additionally, pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Upon notification of a price increase on goods, the orders in backlog and shipped within twelve (12) weeks of the price increase notification will be invoiced at the previous price. Any orders in backlog with a delivery date more than twelve (12) weeks after the price increase notification will be invoiced at the new price. Honeywell reserves the right to monitor Buyer's orders during the period between notification of the effective date of the price increase, if Buyer's order volume during that time period is more than 5% higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders. Consult Honeywell for international pricing, terms and conditions. All tooling, designs, drawings, and other intellectual property produced or received hereunder are owned by Honeywell. Unless otherwise agreed to in writing, the minimum order for each line item shall be GBP 335 net value and must also meet the minimum order quantity for the specific good; in addition, Buyer may not request delivery of goods in increments less than GBP 335 net value per shipment. Honeywell may reject any orders that do not meet the minimum order quantity or net value, or may charge a fee of GBP 16 to all orders that do not meet the GBP 335 (or other agreed-upon amount) minimum order value or minimum order quantity.

3. **PAYMENT.** Payment is due 30 calendar days from the date of invoice. Partial payments will be invoiced if they are shipped. Payments must be made in GBP unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Buyer may be invoiced a service fee for each occurrence for its failure to include the remittance detail and minimum information required for payment. Payment must be made to the account "Remit. To field on each invoice. Disputes as to invoices are deemed waived 15 days following the invoice date. Any disputes must be provided to Honeywell as soon as possible (in no event later than 15 days following the invoice date) and must be accompanied by detailed supporting information. In the event of a dispute, the amount must be paid by no later than the invoice due date. Honeywell reserves the right to correct any inaccurate invoices. If Buyer is delinquent in payment to Honeywell, Honeywell may at its option (a) withhold performance until all delinquent amounts and service or late fees, if any, are paid; (b) repossess goods or other property for which an invoice is undisputed; (c) suspend all fees on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge provides a cure for the delinquency and does not constitute the uncertain damages that Honeywell will incur as the result of Buyer's late payment. In the event that an invoice (i) has not been timely and in good faith disputed by Buyer, and (ii) has not been timely paid by Buyer in accordance with this section, the purchases to which such invoice relates shall be deemed qualified from any benefits under any program that Honeywell may make available from time to time. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Buyer's credit standing at any time and modify or withdraw credit. If payment is not made timely or Honeywell reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Honeywell may to Buyer suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits. This section will survive expiration or termination of the business relationship.

4. **DELIVERY.** Delivery dates are estimates. If Buyer requests delivery within standard lead times, the shipment will be subject to Honeywell's expedited delivery policy and additional fees. Delivery terms for goods are EXWORKS (Incoterms 2010). Honeywell's facility, except that Honeywell is responsible for obtaining any export license and that unless agreed otherwise in writing, Honeywell shall invoice Buyer for any and all shipping, handling and similar charges incurred by Honeywell in shipping goods to Buyer and specified by Honeywell in a price list or otherwise in writing, and Buyer shall pay such charges pursuant to the standard payment terms. Within 30 days of delivery, any claim for shortage must be reported in writing to Honeywell, otherwise all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Honeywell caused by or related to Buyer's acts or omissions. Title to goods passes to Buyer upon delivery. Goods scheduled for shipment by Honeywell within thirty (30) days cannot be rescheduled. Goods scheduled for shipment between thirty (30) and sixty (60) days may be rescheduled with Honeywell's prior written consent and, if rescheduled beyond sixty (60) days, then that quantity shall not be further rescheduled.

5. **TAXES.** The amount of any and all applicable taxes will be added to the price and paid by Buyer, unless Buyer has provided Honeywell with exemption certificates acceptable to the taxing authorities.

6. **FORCE MAJEURE.** Honeywell is not liable for any delay in production or delivery of goods if due to a force majeure event, which includes, among other things, shortages or inability to obtain materials or components, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government that would limit Honeywell's ability to perform, or any natural disaster, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crises, labour strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond Honeywell's reasonable control. If the force majeure event continues for longer than ninety (90) days, either party may terminate Buyer's purchase order and Buyer will pay Honeywell for work performed and/or goods delivered prior to termination and all reasonable expenses incurred by Honeywell as a result of such termination.

In the event of delays in delivery or performance caused by force majeure or acts and/or omissions of the Buyer or those under Buyer's control, the date of delivery or performance shall be extended by the period of time Honeywell is actually delayed or as mutually agreed. If, for reasons other than the force majeure or acts and/or omissions of the Buyer or those under Buyer's control, Buyer's sole remedy against Honeywell is an option to cancel Buyer's purchase order, through prior written notice to Honeywell.

7. **MANUFACTURING HARDSHIP.** If for any reason Honeywell's production, purchase, logistics, and/or other costs relating to the goods (including without limitation costs of energy, equipment, labor, regulation, import, export, taxes, governmental duties or charges, transportation, raw material, feedstocks, or product) increase by more than 5% over Honeywell's costs on the date of issuance of the pricing, then Honeywell may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the good. In the event the parties are not able to agree on a revised price within ten (10) days after a request for renegotiation is given, then Honeywell may terminate the purchase order on ten (10) days written notice to Buyer.

8. **TERMINATION.** No Buyer purchase orders which Honeywell has acknowledged and/or accepted may be terminated by Buyer without Honeywell's prior written consent. In the event of termination of any order, Buyer is liable for termination charges, which may include (a) a price adjustment based on the quantity of goods delivered, (b) all costs, direct and indirect, incurred and committed for Buyer's terminated purchase order, (c) the full cost of all completed goods, work in progress, and unique materials required for custom goods, and (d) a reasonable allowance for prorated expenses and anticipated losses consistent with industry standards. Honeywell may terminate a Buyer purchase order where the Buyer is in breach of these terms and conditions or Buyer's bankruptcy, insolvency, dissolution, or receivership proceedings.

9. **SOFTWARE.** Software, if listed on the face hereof or installed on a good listed on the face hereof, is governed by the following terms unless a software license agreement is included with such software. Software is hereby licensed and not sold to the Buyer. Subject to Buyer's compliance with these terms and conditions, Honeywell grants a personal, limited, nonexclusive license to use the object code of the software solely for Buyer's internal purposes. The license is limited to such goods and/or location(s) as are specified on Buyer's purchase order for which this instrument serves as either a quotation or acknowledgment. No other use is permitted. Honeywell retains for itself (or, if applicable, its suppliers) all title and ownership in and to the software. Hereunder, all of which contain confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks, and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of the software except as expressly permitted herein. Buyer shall not copy, disclose, distribute, or display any such software, or otherwise make it available to others (except as Honeywell authorizes in writing) or allow any unauthorized use of the software. If the software is delivered with a good listed on the face hereof, Buyer may only transfer its license of the software to a third party in connection with the sale by Buyer of the good on which the software is installed. Honeywell may terminate this license if Buyer defaults under these terms and conditions.

10. **WARRANTY.** The following is in lieu of all other warranties and conditions, express or implied (other than the terms implied by section 12 of the Sale of Goods Act 1979) including those of satisfactory quality, fitness for a particular purpose, and non-infringement. The obligation of Honeywell in this section is in lieu of any other liability or obligation, including without limitation any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, or otherwise) arising out of or in connection with the delivery, use, or performance of the goods. Repair or replacement (at Honeywell's option) is the sole remedy for any such damage, loss, or injury.

Except as otherwise expressly provided herein, Honeywell warrants goods of its manufacture sold pursuant to these terms and conditions, to be free from defective workmanship, faulty workmanship and as conforming to applicable specifications and/or drawings in all material respects. Honeywell may, without notice to Buyer, incorporate changes to goods that do not alter form, fit, or function. Commencing with Honeywell's date of shipment, Honeywell's warranty shall run for (a) ninety (90) days from shipment, whichever is longer, Experimental goods (which may be designated by the letter "X" or "E" beginning their part number identification) or unreleased or beta software are prototype, pre-production items that have yet to complete all phases of release testing; these goods are sold "AS IS" WITH NO WARRANTY. It is Buyer's responsibility to ensure that the Goods are fit for the application in which they are used. Software, if listed on the face hereof and/or used within goods listed on the face hereof and warranted by Honeywell, will be furnished on a medium that's free of material defect in materials or workmanship under normal use for so long as the hardware and/or system is under warranty. During this period, Honeywell will replace without charge any such medium it finds defective. As for the quality or performance of any software or data, they are supplied "AS IS" WITH NO WARRANTY. Where hardware and/or a system is installed by Honeywell, such installation is warranted against faulty workmanship for the same period (if any) as applies to the installed items. During this concrete warranty period Honeywell will correct without charge any workmanship it finds to be faulty. The warranties mentioned hereinabove are applicable only on goods that have been paid for by Buyer. Additionally, these warranties are for the benefit of Buyer only and are not assignable or transferable.

11. **LIMITATION OF LIABILITY.**
(a) In no event shall Honeywell be liable for (i) any indirect, incidental, consequential loss; (ii) any loss arising from business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of data, information, or capital; (vi) loss of anticipated savings; or (vii) loss or corruption of data. Honeywell shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.
(b) Honeywell's liability in respect of any purchase order or contract, in these terms and conditions shall in no case exceed the contract price of the specific goods that give rise to the claim.
(c) These exclusions and limitations on damages shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise.

(d) Neither party seeks to exclude or restrict its liability for: (i) death or personal injury resulting from negligence; (ii) fraud; (iii) the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which, by law, it is not permitted to restrict its liability.

12. **RECOMMENDATIONS.** Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell. It is Buyer's sole responsibility to determine the suitability of the goods for use in Buyer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability to Honeywell.

13. **DATA COLLECTION, TRANSMISSION, AND USE.** Buyer retains all rights that it already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer's or third party devices or equipment by Honeywell goods ("Input Data"). 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 goods 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 you. Any personal data contained within Input Data shall only be used or processed in accordance with applicable law. All information, analysis, insights, inventions, and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding the Input Data itself), and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This section shall survive termination.

14. **LAWS.**
a) Buyer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Honeywell and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchases, licenses and received from Honeywell. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.
b) Goods and services delivered by Honeywell hereunder will be produced and supplied in compliance with all applicable laws and regulations in the United Kingdom. Buyer confirms that it will ensure that all goods are properly installed and used in accordance with the Health and Safety at Work Act 1974, and Buyer will indemnify Honeywell in respect of any costs, claims, actions or liability arising out of that Act, or otherwise arising out of the supply by Buyer or use by others of the goods.

15. **PRECLUSION AGAINST SETOFF.** Buyer may not set off any invoiced amount against any amount due or to become due from Honeywell (or Honeywell's affiliates) to Buyer (or Buyer's affiliates).

16. **WEEE.** Prices do not include the costs of recycling goods covered by the European WEEE Directive 2012/19/EC and such costs may be added to the prices quoted. The Buyer and Honeywell shall comply with their obligations under the WEEE Directive 2012/19/EC as implemented in any local jurisdiction applying to the goods, in relation to the financing and organization of the disposal of the waste electrical and electronic equipment. The Buyer will handle the collection, processing and recycling of the goods in accordance with all applicable laws and regulations, and shall use reasonable endeavors to ensure that the final user of the goods complies with its obligations under the WEEE Directive 2012/19/EC. The Buyer shall indemnify Honeywell in respect of any failure by Buyer to comply with its obligations under this section 16.

17. **APPLICABLE LAW.** English law will govern, excluding its provisions on conflict of laws. These terms and conditions are excluded from the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The English courts will have exclusive jurisdiction to adjudicate any dispute related to these terms and conditions.

18. **INDEMNIFICATION.** Buyer shall indemnify Honeywell for all costs and damages, including attorneys' fees, suffered by Honeywell as a result of Buyer's actual or threatened breach of these terms and conditions.

19. **MISCELLANEOUS.** These terms and conditions (including those stated on the face hereof) constitute the entire agreement of Honeywell and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed writing. Buyer may not assign any rights or duties hereunder without Honeywell's written prior consent. Honeywell may subcontract its obligations hereunder without Buyer's consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Honeywell. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions. No failure by Honeywell to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Honeywell to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Buyer's purchase order after acceptance by Honeywell shall survive such termination, cancellation, or completion. All stenographic and clerical acts are subject to correction. These terms and conditions shall confer no benefit on any third party or the right to enforce any term or condition under the Contracts (Rights of Third Parties) Act 1999.

20. **LANGUAGE.** The English language version of these terms and conditions will prevail in case of conflict with any translations provided for convenience purposes.

July 2018