

## UOP STANDARD TERMS OF SALE FOR PRODUCTS (excluding additional terms applicable to products containing precious metals)

Except as otherwise agreed to by the Parties in writing, the following terms and conditions apply to the agreement for the sale described in the UOP's proposal and its appendices, including, where applicable, UOP's acceptance of Company's Purchase Order pursuant to the terms set out herein ("Agreement"):

**1. PRICING AND PAYMENTS** - Unless Company has been approved for credit terms by UOP, payment for all orders will be made at the time of order placement. In the event Company has been approved for credit terms, payment for that order will be due no later than thirty (30) calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. UOP will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, UOP may change Company's credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. UOP may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be determined by UOP on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. UOP is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made in US Dollars accompanied by remittance detail containing at a minimum the Company's order number, UOP's invoice number and amount paid per invoice. Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above.

Payments must be in accordance with the "Remit To" field on each invoice. If Company makes any unapplied payment and fails to reply to UOP's request for instruction on allocation within seven (7) calendar days, UOP may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (15) calendar days following the invoice date. UOP reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Company must pay the undisputed amount of the invoice within the original invoice payment due date.

If Company is delinquent in its payment obligations to UOP for any undisputed amount, UOP may, at UOP's sole option and until all delinquent amounts and late charges, if any, are paid:

- a. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;
- b. refuse to process any credit to which Company may be entitled;
- c. set off any credit or sum owed by UOP to Company against any undisputed amount owed by Company to UOP including but not limited to amounts owed under any contract or order between the Parties;
- d. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company;
- e. declare Company's performance in breach and terminate any order;
- f. repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made;
- g. deliver future shipments on a cash-with-order or cash-in-advance basis;
- h. 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;
- i. charge storage or inventory carrying fees on products, parts, or raw material;
- j. recover all costs of collection including, without limitation, reasonable attorneys' fees;
- k. if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- l. require Company provide UOP, a payment improvement plan on terms and conditions satisfactory to UOP, as signed and assured by Company's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or
- m. combine any of the above rights and remedies as may be permitted by applicable law.

**Surcharges:** Payment by Company will not be construed as an express or implied grant of any rights under any of UOP's patents to make, use or sell the products, except the right to use the products for the purpose for which they are sold by UOP.

UOP may, from time to time and in its sole discretion, issue surcharges under this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase UOP's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

UOP will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) calendar days, UOP may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

**2. TAXES AND DUTIES** - UOP's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), 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"). Company will pay all Taxes resulting from this Agreement or UOP's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If UOP is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this Agreement, then in addition to the Price, UOP will invoice Company for such Taxes unless, at the time of order placement, Company furnishes UOP with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required

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to be withheld from amounts paid or payable to UOP under this Agreement, (i) the amount due to UOP will be increased so that the amount UOP receives, net of the Taxes withheld, equals the amount UOP would have received had no Taxes been required to be withheld, (ii) Company will withhold the required amount of Taxes and pay such Taxes on behalf of UOP to the relevant taxing authority in accordance with applicable law, and (iii) Company will forward proof of such withholding sufficient to establish the withholding amount and recipient to UOP within sixty (60) calendar days of payment. In no event will UOP be liable for Taxes paid or payable by Company.

**3. SETOFF** - Neither Company nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from UOP, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**4. MINIMUM ORDER QUANTITY AND CHANGES** – a. Depending on Company's local region and the products being purchased, UOP may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. UOP may also charge processing fees for orders placed manually and not through its ecommerce website.

b. Change Order is a written order signed by Company and UOP authorizing a change in the Work or adjustment in the Price or a change to the schedule.

c. Company may request UOP to submit proposals for changes in the Work, subject to acceptance by UOP. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if UOP submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse UOP for any and all costs incurred in preparing the proposal.

d. UOP may make a written request to Company to modify this Agreement based on the Company's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that UOP believes will cause a change to the Work, Price, schedule, level of performance, or other facet of this Agreement. UOP will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that UOP believes will cause a change to the Work, Price, schedule, level of performance, or other facet of this Agreement. This request shall be submitted by UOP before proceeding to execute the change, except in an emergency endangering life or property, in which case UOP shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). UOP's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If, after the Company has rejected the Change Order, Company and UOP cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, UOP shall not be obligated to perform the additional or altered Work.

**5. COMPANY CAUSED DELAY** - UOP is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) calendar days or longer, UOP may provide notice to Company that it is cancelling this Agreement or affected portion thereof.

**6. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION & PRODUCTS** – "Proprietary Information" means: (1) Technical Information and (2) Business Information. "Technical Information" means, as applicable: (a) when Company is the disclosing Party under this Agreement, the data of Company or parties under Company's control in connection with the products and services which is made available by Company or its nominee to UOP or its Affiliates under this Agreement; and (b) when UOP is the disclosing Party under this Agreement, the engineering, design, other technical information of UOP and its Affiliates regarding the products and services, including but not limited to the information generated by, the compositional information embodied in, and the physical and chemical characteristics, of the products, or otherwise made available by UOP or its nominee to Company under this Agreement. "Business Information" means business related information including but not limited to pricing or marketing, the terms and conditions of any proposed or actual agreement between the Parties or their Affiliates, and either Party's or its Affiliates' business policies, or practices. "Permitted Activities" means, as applicable: (a) with respect to Company, use of UOP Proprietary Information for the use of the products in the applicable unit at the Site, and (b) with respect to UOP, use of Company Proprietary Information to supply the products and to the extent necessary in the performance of UOP's and its Affiliates' business including providing products or services for Company from UOP and its Affiliates and not from any other source.

The receiving Party will hold each item of Proprietary Information disclosed confidential and will not copy or use Proprietary Information except as necessary for the Permitted Activities. The receiving 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. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted by this clause to either Party or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. The receiving Party's obligations under this clause with respect to Business Information will terminate 10 years after the effective date of this Agreement.

The receiving Party has no duty to protect any information that is: (a) developed by receiving Party and in its possession before receiving Party's receipt of such information under this Agreement; (b) in the public domain before receiving Party's receipt of such information under this Agreement, or which subsequently enters the public domain through no act or omission by receiving Party; (c) rightfully furnished to receiving Party by a third party without restrictions on use, copying or disclosure; or (d) corresponding to that independently developed by any of the receiving Party's or its Affiliates' employees or agents who have not had access to or who have not been informed of the substance of the information furnished to the receiving Party by the disclosing Party. The above exceptions will not be construed as an express or implied grant under any intellectual property rights of disclosing Party. An individual feature of the Proprietary Information will not be considered to be within the above exceptions merely because the feature is embraced by general information within the exceptions. A combination of features of the Proprietary Information will not be considered to be within the above exceptions unless the combination itself and its principle of operation are within the exceptions.

The receiving Party may disclose the Proprietary Information only to its and its Affiliates' employees and contract employees having a "need to know" with respect to the Permitted Activities. The receiving Party will ensure each employee or contract employee to whom Proprietary Information is disclosed is aware of this Agreement and has signed a contract making them subject to confidentiality obligations no less stringent than those imposed upon the receiving Party under this Agreement.

Despite the restrictions on disclosure in this Agreement UOP may to extent necessary for UOP's Permitted Activities disclose Proprietary Information to any third party who has signed an agreement with UOP, its Affiliate or Company containing appropriate restrictions on use, copying and disclosure.

Company will not analyze nor reverse engineer any products nor furnish samples of products to others and Company shall prevent others from acquiring from Company any information concerning or samples of the products. The products that are proprietary to UOP must be used only for the purpose for which they are furnished and will not be used for any other purpose or transshipped to any other destination without UOP's prior written consent.

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IF THE COMPANY IS NOT THE END USER, the furnishing by UOP to Company of the products and the Proprietary Information of UOP for use by an end user (where authorized by UOP) shall be conditional upon Company ensuring any end user and/or all other intermediaries involved in the sale and supply of the products to the end user is bound, through written agreement with the Company or UOP direct, by restrictions on use and disclosure no less onerous than those contained in this clause, including the prohibition on analyzing, reverse engineering and providing samples.

The terms and conditions of this clause will survive expiration or termination of this Agreement.

**7. DELIVERY** – a. All delivery dates set out in the UOP proposal(s) are estimates. The transfer of title and risk of loss or damage of the products, for products shipped outside the country of UOP's designated shipping site, title and risk of loss or damage to the products will pass from UOP to Company at the point in time immediately after the products leave the territorial waters of such country if shipped via ocean transport, or leave the overlying airspace of such country if shipped via air transport, or cross the border of such country and enter into a foreign jurisdiction if shipped via ground transport, whichever occurs first; and for products shipped to Company's destination within the country of UOP's designated shipping site, title and risk of loss or damage of the products will pass from UOP to Company at the point in time the products are loaded on the freight carrier at UOP's designated shipping site. Deliveries may be made on or before the requested delivery date and in partial shipments.

b. Deliveries may be made in partial shipments. UOP will not be liable to Company or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with Company's customers), resulting from UOP's failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if UOP delivers a quantity of product in excess of the quantity ordered by Company, or a type of product different than that ordered by Company, Company may return such excess or different product to UOP within sixty (60) calendar days after invoice at UOP's cost for a full refund. Additionally, UOP shall bear the cost of redirecting shipments made to a location other than that set forth in this Agreement if caused solely by its error. Company is liable for any delays or increased costs incurred by UOP caused by Company's acts or omissions including, without limitation, all costs UOP incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.

c. Delivery Term. Unless otherwise specified in UOP's proposal, delivery terms for products (excluding services) are (i) FCA (FCA Incoterms 2020) UOP's point of shipment ("UOP Dock") for all international shipments and (ii) Ex-Works UOP Dock for all domestic shipments.

d. Early Delivery & Future Delivery. UOP will schedule delivery in accordance with its standard lead times unless this Agreement states a later delivery date or the Parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the Parties. UOP reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on UOP in respect of any delays of for non-performance, if Company requests a delivery date for an order within standard lead times that UOP accepts, UOP shall be entitled to assess an expedited freight fee on such order. If Company does not accept delivery of shipment at any time, UOP reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

e. Claims for shortages must be made in writing to UOP within twenty (20) calendar days after delivery otherwise all products are deemed delivered and accepted.

## 8. COMPLIANCE

**A.** Company certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-Honeywell-are/integrity-and-compliance>. Company further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Company, or the facilities and other assets used by Company in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Company's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Company will defend, indemnify and hold the UOP Indemnities harmless from and against any Claims arising out of Company's non-compliance with this clause and its subparagraphs, pursuant to the Indemnification Procedures of clause 12E.

**B.** Sanctions Compliance. Company represents, warrants, that

i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

ii. Relating to this Agreement and the transactions contemplated hereby, Company is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause UOP to be in violation of Sanctions Laws.

iii. Company will not sell, export, re-export, divert, use, or otherwise transfer any UOP products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company will not source any components, technology, software, or data for utilization in UOP Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

iv. Company's failure to comply with this provision will be deemed a material breach of this Agreement, and Company will notify UOP immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Company agrees that UOP may take any and all actions required to ensure full compliance with all Sanctions Laws without UOP incurring any liability.

**C.** Export and Import Compliance. Company will not distribute, resell, export or re-export any products, technical data, Software, plans, or specifications dealing with an Offerings ("Restricted Items"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Company acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of products but also the transfer of other Restricted Items. Company agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Company shall take no action that would cause UOP to be in violation of any Export/Import Control Laws. Company further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Company will immediately notify UOP and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. UOP will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Company will promptly provide all information required by UOP to complete the authorization application. Company will apply for all other necessary import, export or re-export approvals.

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UOP will not be liable to Company for any failure to provide any Offering or other Restricted Item as a result of government actions that impact UOP's ability to perform, including:

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. 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 UOP's performance; or
- iii. Delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

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

**D. Anti-Bribery, Anti-corruption Laws.**

i. Honeywell International Inc. ("Honeywell") is subject to national and international laws prohibiting bribery and corruption. UOP is an Affiliate of Honeywell. UOP is an Affiliate of Honeywell. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where UOP operates.

ii. Company certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>, and the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>.

iii. Company agrees that in connection with its activities under this Agreement, neither Company nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

iv. If UOP has reason to believe that the provisions of this agreement may have been violated, UOP and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Company will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.

v. In the event that UOP determines, in its sole discretion, that the Company has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, UOP immediately shall have the right to terminate this Agreement.

vi. If Company learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Company agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

**E. Audit.** Company agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this clause. UOP, at its expense, may audit Company to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Company will provide reasonable assistance to UOP to complete such audit.

**F. Non-Compliance.** Company's failure to comply with this provision will be deemed a material breach of this Agreement, and Company will notify UOP immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that UOP may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without UOP incurring any liability.

**9. EXCUSABLE DELAY OR NONPERFORMANCE - a.** 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. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of UOP, be eliminated from this Agreement without liability, but this Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing Party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any other acts of any government that would limit a Party's ability to perform under this Agreement,
3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence of Hazardous Substances of Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes or lockouts,
8. 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),
9. Inability or refusal by Company's directed third-party suppliers to provide UOP parts, services, manuals, or other information necessary to the products or services to be provided by UOP under this Agreement, or
10. Any other cause beyond the non-performing Party's reasonable control.

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.

When performance is excused, UOP may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, UOP will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by UOP from third parties for UOP's internal use.

Should any part of the system or any product or equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of UOP, any repairs or replacement shall be paid for by Company.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Economic Surcharges in Clause 1 (Pricing and Payments). In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) calendar days or longer, UOP may provide notice to Company that it is cancelling this Agreement or affected portion thereof.

**b. COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that UOP shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent UOP's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**10. SUSPENSION AND TERMINATION** - UOP may terminate this Agreement immediately upon notice to Company upon the occurrence of any of the following events: (a) Company fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) calendar days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in UOP's sole discretion, in which case termination is effective immediately); (b) Company fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Company or any rights hereunder without UOP's prior written consent, which includes a sale or transfer of substantially all of Company's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Company experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Company violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in UOP's



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sole discretion, adversely impact UOP; or (f) Company engages in any conduct or practice which, in UOP's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of UOP or products. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a Party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. UOP may suspend performance of any services under this Agreement at Company's expense if UOP determines that performance at Company's Site may violate the law and/or cause a safety, security, or health risk.

After any termination under this clause, neither Party will have any further rights or obligations under this Agreement except:

- (i) Company will remain liable under this Agreement for any amounts accrued prior to termination; and
- (ii) the restrictions on use, copying and disclosure of Proprietary Information under clause 6 and the liability limitations in clause 12 will remain in effect.

**Cancellation.** COMPANY AGREES THAT, SUBJECT TO THE FOREGOING, COMPANY HAS NO OTHER RIGHT TO CANCEL THIS AGREEMENT. Notwithstanding the foregoing, if Company cancels this Agreement or any portion thereof, it will owe a cancellation fee equal to the total Price under this Agreement of the product(s) in question.

**11. GOVERNING LAW & JURISDICTION – A. Where the UOP legal entity is organized in the United States of America,** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("Dispute"), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. UOP and Company expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the Parties hereby consent and submit to the jurisdiction for such venue. The Parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the Parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. Company 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. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either Party may pursue resolution of the Dispute consistent with the other terms of this Agreement; or

**B. Where the UOP legal entity is organized in any country other than the USA,** this Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the country in which the UOP legal entity is organized, without regard to conflicts of law principles, or for a UOP legal entity organized in Malaysia, the laws of Singapore, without regard to conflicts of law principles. The courts of the country in which the UOP legal entity is organized, or for Malaysia the courts of Singapore, as applicable, will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement and the Parties hereby submit to the jurisdiction of such courts. UOP and Company expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Company 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.

**12. LIMITATION OF LIABILITY, INDEMNITY AND WARRANTY – A. Product Warranty Terms.** Subject to compliance with this clause, paragraphs (A) and (B), UOP warrants that the products will be of merchantable quality until the earlier to occur of (i) twelve (12) months from the date of delivery or (ii) six (6) months from the date of first use (the "Product Warranty Period"). UOP's sole liability and Company's exclusive remedy, which shall be determined in UOP's sole discretion, is limited to replacement or repair of the relevant product(s) or a credit for the purchase price of the relevant product, less depreciation. The Product Warranty Period does not restart for replacement products, and any replacement products will only be warranted for the remainder of the original Product Warranty Period, if any. Company will bear all other costs, including, without limitation, transportation costs, removal or re-installation costs and labor costs of any Company employees or Company's other contractor(s)' employees. UOP will have no liability for products which have been consumed, which have been misused or subjected to detrimental exposure or accident or which have been treated or modified in a manner contrary to UOP's instructions. If there is a separate agreement with UOP or its Affiliate relating to the performance of the products, the guarantee(s) made therein shall be deemed to supersede and replace the above warranty. **B. Procedure for Product Warranty Claims.** If, during the applicable Warranty Period, Company believes there is a defect in material or workmanship covered by the relevant product warranty, Company must immediately discontinue use and notify UOP. Written authorization from UOP must be obtained prior to returning any product(s) to UOP for warranty assessment. Return shipments and insurance must be prepaid by Company must be appropriately packed and must be made within 30 days after Company identifies or should have identified the defect. Upon receipt of any such product during the applicable Warranty Period, UOP shall, at its expense, (i) examine the product to verify the alleged defect or (ii) in UOP's sole discretion, credit Company or repair or replace any defective product, including shipment of such replacement or repaired product back to Company (at UOP's expense). UOP will credit Company for its return shipping costs for any defective products, but Company will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement products and also paying UOP a standard testing charge for any products not found to be defective. **C. Warranty for Services.** Services shall be performed in a professional and workmanlike manner in accordance with accepted engineering practices warranted for ninety (90) days from the date services are performed (the "Service Warranty Period"). UOP's obligation and Company's sole remedy under this warranty is that UOP will correct or re-perform defective services or refund fees paid for the services, at UOP's sole election, if Company notifies UOP in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period. **D. Infringement Indemnity.** UOP will pay damages finally awarded in any suit against Company based upon a finding that the design, composition, or construction of the products sold under these terms directly infringes an unaffiliated third party's U.S. patent (or an unaffiliated third party foreign patent corresponding to an unaffiliated third party U.S. patent) in force as of the shipment date, provided that Company has promptly notified UOP in writing of such claim of infringement, UOP has been given the right, solely at its option and expense, to defend and/or settle the claim and Company has provided UOP all reasonable assistance in the defense and/or settlement of the claim. These terms expressly disclaim and do not contain any warranties of noninfringement of intellectual property rights of any kind whatsoever. This indemnity does not apply to any claim of infringement arising from the use of any products by itself or in combination with other material or in the operation of any process, any products specially manufactured or modified by UOP according to specifications furnished by Company, or any products not used for its ordinary purpose. This indemnity states UOP's entire liability and Company's exclusive remedy for any actual or alleged infringement of intellectual property rights. **E. Company Indemnity.** In addition to any other Company indemnification obligations in this Agreement, Company will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of Company's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Company's breach of its obligations or warranties under this Agreement or Company's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Company agrees to the following "Indemnification Procedures": (a) Company will be entitled to control the defense and Honeywell shall

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give prompt notice of any Claim; (b) at Company's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Company with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Company may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

**WARRANTY DISCLAIMER**

a. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. COMPANY BEARS ALL RISK AS TO OFFERINGS, AND UOP MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.

b. THE EXPRESS WARRANTIES OF UOP STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS. COMPANY'S WARRANTY SHALL BE VOID IF COMPANY USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES THAT UOP HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, UOP MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON UOP UNLESS SET FORTH IN WRITING AND SIGNED BY UOP'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, UOP MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY PRODUCT OR SERVICES PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; OR (B) THAT ANY SUCH PRODUCT OR SERVICES WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE.

d. UOP IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY UOP, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER UOP'S CONTROL; (D) COMPANY'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF COMPANY OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY UOP; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA COMPANY'S CREDENTIALS; OR (H) COMPANY'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

**B. EXCLUSIVE REMEDIES**

COMPANY'S EXCLUSIVE REMEDIES AND UOP'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF UOP, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT UOP'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON UOP UNLESS SET FORTH IN WRITING AND SIGNED BY A UOP AUTHORIZED REPRESENTATIVE.

**C. LIMITATION OF LIABILITY**

i. IN NO EVENT SHALL UOP BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM UOP'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF UOP HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

ii. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN CLAUSE 12, PARAGRAPHS (A), (C) AND (D) (LIMITED WARRANTY) OF THIS AGREEMENT. UOP SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY COMPANY TO ITS CUSTOMERS OR THIRD PARTIES, INCLUDING SERVICES PERFORMED BY COMPANY ON UOP PRODUCTS SOLD HEREUNDER, NOR SHALL UOP BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

iii. UOP'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, AND THE SALE OF OFFERINGS (INCLUDING, WHERE APPLICABLE, ANY PROVISION OF SERVICES) TO COMPANY, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE RECEIVED BY UOP FOR THE PRODUCT OR SERVICES FOR WHICH THE CLAIM ARISES. ALL CLAIMS THAT THE COMPANY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

iv. COMPANY WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST UOP MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

v. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The Parties agree that UOP's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the Parties.

**13. DATA PRIVACY**

For purposes of this Agreement:

"Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations.

"Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

"Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Company to UOP in relation to the subject matter of this Agreement for the purposes of providing, improving, or developing UOP's processes, products and services. Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice). To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.Honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement

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and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the Parties. If UOP processes Personal Data on Company's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.Honeywell.com/us/en/company/data-privacy> will apply.

### 14. GENERAL PROVISIONS

**Assignment.** UOP may assign or transfer this Agreement, and assign its rights and delegate its obligations. Company shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without UOP's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, UOP may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release UOP from liability under this Agreement for performance of the subcontracted obligations. Without limiting the generality of the foregoing, UOP may assign this Agreement and its rights relating to payment for sales made under this Agreement without Company's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with UOP that precludes disclosure of any Company confidential information to any third party without Company's consent. Assignment of this Agreement will not relieve the assignor of its obligations under clause 6.

**Company Purchase Orders.** Where applicable, Company shall have access to, maintain access, and use UOP's specified Electronic Data Interface ("EDI"). Company Purchase Orders and changes will be transmitted to UOP via such EDI. Purchase Orders will specify: (1) Purchase Order number; (2) UOP's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price; (5) quantity; (6) location to which a product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Company, if applicable (with the understanding that this may result in additional Fees payable); and (8) location to which invoices will be sent for payment. Purchase Orders are subject to UOP's acceptance explicitly in writing or upon UOP's delivery of an Offering. UOP reserves the right to limit order quantities. **For avoidance of doubt, UOP's order acknowledgment will not constitute acceptance and UOP reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Company contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.**

**Entire Agreement.** This Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. The terms, conditions, pricing, schedule, addenda, technical annexes and other elements agreed between the Parties in this Agreement shall not apply, or be construed to apply, to any future agreement or course of dealing between the Parties except as expressly set forth in such future agreement or incorporated therein by express reference.

**Feedback.** If Company provides any improvements, suggestions, information or other feedback concerning the Offerings ("Feedback"), then Company hereby grants to UOP and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered Company's Confidential Information or trade secret.

**Independent Contractor.** The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither Party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither Party shall hold itself out as, or represent to any third party that it is, affiliated with the other Party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Company as an exclusive purchaser of the Offerings.

**Legal Advice Disclaimer.** Company acknowledges and agrees that UOP does not and shall not provide Company with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Company uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Company acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Company's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Company is solely responsible for such Company-specific use decisions and UOP and its Affiliates disclaim all liability for such decisions.

**Precious Metals.** For orders for products containing precious metals, the precious metals shall be supplied by the Company to UOP and the additional terms and conditions set out in UOP's proposal in relation to such precious metals shall apply in addition to these terms and conditions.

**Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, UOP may list Company and its logo as a customer on Honeywell's website and in marketing materials.

**Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by UOP are in substitution for remedies provided by law or otherwise.

**Severability.** If any provision or portion of a provision of this Agreement 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.

**Subcontractors.** UOP has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release UOP from liability under this Agreement for performance of the subcontracted obligations.

**Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of this Agreement, or any associated orders, will remain in force.

**Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party.

**Trademarks.** Company acknowledges that UOP is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with UOP and the Offerings ("Trademarks"). Unless Company enters into a separate written agreement with UOP, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Company not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Company rather than UOP; (iii) attempting to register Trademarks in any country or challenge UOP's ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.

**Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.

### 15. ADDITIONAL DEFINITIONS

**UOP STANDARD TERMS OF SALE FOR PRODUCTS (excluding additional terms applicable to products containing precious metals)**

**"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it possesses directly or indirectly the power to direct the management and policies of the entity.

**"Company"** means, collectively, the entity(ies) executing or assenting to this Agreement other than UOP.

**"Offering(s)"** or **"Work"** means the products (and any services, where applicable) as specified in UOP's proposal, together with, deliverables, and/or other offering(s) or related materials or rights for which Company has contracted and are identified in UOP's proposal resulting in a Purchase Order issued under this Agreement.

**"Parties"** means UOP and Company and **"Party"** means either, individually.

**"Product"** means the product to be furnished by UOP to Company under this Agreement to the extent they are described in the UOP Proposal(s). Product is an Offering under this Agreement.

**"Purchase Price"** or **"Price"** means the purchase price for the Product (and any Services) specified in the UOP Proposal(s).

**"Purchase Order"** is a written order from Company and accepted by UOP for the purchase and use of Offerings, as contemplated by this Agreement. **For the avoidance of doubt, references to any Purchase Order shall not include any terms and conditions from Company contained therein, it being the agreement of the Parties that the standard terms and conditions in this Agreement shall be binding.**

**"Services"** means the services, if any, specified in the UOP Proposal(s), to be provided to Company in connection with the Product. Services are an Offering under this Agreement.

**"Site"** means the end user's location specified in the UOP Proposal(s) where the Product is to be used.

**"UOP"** means, collectively, the UOP Affiliate(s) of Honeywell International Inc., as well as Honeywell International Inc., to the extent entering into this Agreement.

**UOP's sale is limited to the terms herein and any additional or different terms or conditions in Company's Purchase Order or any other agreement or understanding are deemed to be material alterations and are rejected and not binding upon UOP. UOP's acceptance of Company's Purchase Order is expressly conditional upon Company's acceptance of these terms.**