

STANDARD TERMS AND CONDITIONS

1. General.

The Terms and conditions included in this document constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any prior representations or agreements, oral or written and all other communications between the parties relating to the subject matter hereof, including the terms and conditions set forth on any purchase order issued by Buyer. All sales by Honeywell International Inc., doing business as ADI ("Seller") are expressly conditioned by and under these terms and conditions (The "Terms"). These Terms may in some instances differ with those affixed to Buyer's purchase order or other documents, if so, any additional terms or terms conflicting with these Terms will not apply and are expressly rejected unless specifically set forth in a separate written agreement between the parties. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to these Terms, which shall be established by a written acknowledgment, by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer of Seller before becoming binding. Receipt by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.

2. Shipment.

All shipments are made FOB Origin, Freight Prepaid & Add (EX Works Incoterms 2000 for foreign customers) unless otherwise specified. Title to products and risk of loss pass to Buyer upon shipment from Seller's warehouse. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against any loss in shipping. Buyer will determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods. Buyer assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. 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 Seller 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, licensed and received from Seller. 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.

3. Delivery.

Seller shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles or any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable. Seller shall also have the right to deliver the products in installments.

4. Limited Warranty and Limitations.

Products distributed by Seller are warranted by the third party manufacturer or pursuant to the terms of the warranty included in the packaging, for products manufactured by Seller, for a period as defined by the third party manufacturer or in such documentation included with such products. Seller assigns to the Buyer those warranties and only those warranties extended by such third party manufacturers or vendors for non-seller branded products and provides only those warranties included in the packaging for Seller manufactured products. Seller does not itself warrant any products other than those it manufactures (and then solely pursuant to the terms and subject to the limitations set forth in the documentation included with such products) and sells all other products only on an as is basis.

THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Seller does not represent that the products it manufactures or it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands and will cause its customers to understand that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if seller is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against the Seller.

5. Limitation on Liability to Buyer's Customers.

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. Buyer acknowledges that Seller shall only be deemed to give consumers of its products such statutory warranties as may be required by law and at no time shall Buyer represent to its customers and or users of Seller's products that Seller provides any additional warranties (except as may be specifically provided herein with respect to products manufactured by Seller). By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the products because of any failure of the products to detect and/or warn of the danger for which the products were designed or any other failure of the products whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.

6. Return and Repair Policies.

Return for Credit Unused Product.

At its option, Seller may accept as a return for credit unused product in its unopened original package and in a condition that could be sold as new providing the product was purchased from Seller no more than thirty (30) days prior to the date of return. Buyer must provide proof of purchase within the preceding thirty (30) days and method of payment. Buyer shall be responsible for any freight on returns and returns of product must be unopened and must include all original instructions and packaging within the original box. Special order items are, at Seller's option, non-returnable or may be returned and subject to a restocking fee. For non-returnable items, no return privileges apply.

Defective Product Replacement Policy.

Bad out of box: Solely as a convenience to Buyer provided Buyer's account is in good standing, and in Seller's sole discretion, any product that is initially defective (bad-out-of-box) may be exchanged for a new product at no charge to Buyer in accordance with the manufacturer's policy that is being passed along to Buyer by Seller or, at Seller's option, be returned for credit in accordance with the manufacturer's policy. Manufacturers' policies may vary. Buyer must provide a copy of the invoice number for the product being returned. Seller may, at Buyer's cost for freight, take the product and sent it to the manufacturer. If the manufacturer determines that the product is not initially defective (bad-out-of-box) or not otherwise new or its inability to function properly is a result of user damage or abuse, Buyer shall pay Seller all charges relating to the product as well as the replacement product previously given or, if applicable, have any credit given to Buyer reversed.

Product for Repair: As a convenience to and on behalf of Buyer, provided Buyer's account is in good standing, in Seller's sole discretion, Seller may ship products for warranty or other service to the appropriate manufacturer in which event any repair, shipping or handling costs will be charged to the Buyer.

7. Taxes.

Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.

8. C.O.D. Purchases; Purchases on Credit.

All freight charges shall be for Buyer's account on C.O.D. purchases whether products are accepted or not. With respect to purchases by Buyer on credit, Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery. If this invoice is not paid when due, Buyer agrees to pay all costs of the collection including agency and attorney's fees, whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy court, or in any insolvency proceedings.

9. Security Interest.

As continuing security for the balance owed Buyer to Seller for the purchase price of products sold (collectively, the "Obligations"), Buyer grants to Seller a continuing, specific and fixed purchase money security interest in and to all products now or hereafter sold to Buyer by Seller and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof. Buyer shall execute, at Seller's request, such other and further documents as may be necessary or desirable to further evidence, perfect or amend such security interest. Buyer hereby authorizes Seller to file any document or UCC Financing Statement to secure and perfect its interest granted herein without Buyer's consent.

10. Promise to Pay and Late Charge on Past Due Amounts.

Buyer agrees to make all payments pursuant to the payment terms specified in the approval letter or other notice that ADI provides to Buyer. If ADI does not receive payment for an invoice by the payment due date, the entire outstanding balance of all open invoices on Buyer's account shall become immediately due and payable. Buyer agrees to pay ADI a late charge in the amount of 1.5% (or the maximum rate permitted by law if less) of the delinquent amount remaining of the entire outstanding balance of all invoices on the first payment due date after Buyer's failure to pay and monthly thereafter. The late charge will provide reasonable compensation to ADI for the uncertain damages that ADI will incur as the result of Buyer's late payment.

11. Invoice Disputes.

All invoice disputes must be submitted to Seller in writing within 60 days following the date of any such invoice. Thereafter, and absent written notice prior to the expiration of 60 days from the invoice date, Buyer waives any and all rights it may have to dispute the validity, existence or amount of such invoice.

12. Waiver.

No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other Terms or a waiver of the same or any other provision with regard to portions of this transaction or future transactions. No waiver by course of conduct or custom usage can occur.

13. Error.

Stenographic and clerical error and omissions in the invoice are subject to correction.

14. Applicable Law and Jurisdiction.

This agreement shall be deemed entered into the State of New York and the laws of New York shall govern its validity, performance and construction. Courts of the State of New York have exclusive jurisdiction of any claims arising out of this contract. The parties submit to the personal jurisdiction of the state and federal courts located in the County of Suffolk, State of New York.

15. Assignment.

Neither party will assign any rights or obligations under these Terms without advance written consent of the other Party, which consent will not be unreasonably withheld. Either party may assign these Terms in connection with the sale or transfer of all or substantially all the assets of the business to which they pertain. Any attempt to assign or delegate in violation of this clause will be void.

The following rules apply to your use and any use authorized or permitted by you of the System:

- Do not "harvest" (or collect) information from the System using an automated software tool or manually on a mass basis (unless Honeywell has given you separate written permission to do so). This includes, for example, information about other users of the System and information about the offerings, products, services and promotions available on the System.
- Do not use automated means to access the System, or gain unauthorized access to the System or to any account or computer system connected to the System.
- Do not "stream catch" (download, store or transmit copies of streamed content).
- Do not obtain, or attempt to obtain, access to areas of the System that are not intended for access by you.
- Do not "flood" the System with requests or otherwise overburden, disrupt or harm the System.
- Do not circumvent or reverse engineer the System.
- Do not restrict or inhibit another user or users from using and enjoying the System.

Honeywell has the right to deny access to, and to suspend or terminate your access to, the System, or to any features or portions of the System at any time and for any reason, including for any violation by you of this EULA.