

# resideo

## STANDARD TERMS AND CONDITIONS OF SALE

The following Terms and Conditions ("Terms") are effective as of May 1, 2021 and apply without exception to all sales of goods, licenses of software and service offerings (the "Offerings") by the member of the Resideo Technologies, Inc. group of companies making the sale to Buyer ("Resideo").

**1. SCOPE** The terms are in lieu of and replace any and all terms and conditions set forth on buyer's purchase order, specifications, or any other document issued by buyer. Any additional, different, or conflicting terms or conditions of any such document issued by Buyer are hereby objected to by Resideo and shall be wholly inapplicable to any sale made hereunder. No representation, warranty, course of dealing, or trade usage not expressly set forth herein will be binding on Resideo.

**2. TERMS OF PAYMENT** All payments are due and payable as shown on the invoice issued in connection with an order for the Offerings covered by these Terms ("Order") and if no term is referenced, 30 days following invoice date. All payments are due in the currency as stated on the invoice and shall be sent to the address specified on such invoice. All shipments, deliveries and performance of work covered by these Terms shall at all times be subject to the credit approval of Resideo, and Resideo may at any time decline to make any shipments or deliveries, or perform any work, except upon receipt of payment for all amounts due, including any late charges, or upon terms and conditions or security arrangements satisfactory to Resideo. Resideo may at any time revise the terms of payment set forth in these Terms. Additionally, Resideo may at its option: (a) repossess Offerings for which payment has not been made; (b) impose a late charge on delinquent amounts at the lower of 2% per month or the maximum rate permitted by law, for each full or partial month; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees; and (d) combine any of the above rights and remedies as permitted by applicable law. These remedies are in addition to those available at law or in equity. Buyer may not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Resideo. This clause will survive expiration or termination of this Order. To the extent permitted by law, disputes as to invoices are deemed waived 15 days following the invoice date. Resideo reserves the right to correct incorrect invoices.

**3. PRICES; MINIMUM PURCHASE ORDER; ORDER CHANGES AND CANCELLATIONS** Unless otherwise agreed in writing, the prices for the Offerings covered by these Terms shall be Resideo's standard prices at the time of shipment. Resideo may change the prices of all goods at its sole discretion by providing the Buyer with thirty (30) days prior written notice. Unless otherwise agreed by Resideo in writing, Orders below \$500 (or the equivalent of the invoice currency) shall be assessed a \$50 (or the equivalent of the invoice currency) service fee. Unless specifically stated, prices do not include design, installation, start-up, commissioning or maintenance. In the event that the quantity set forth in an Order covered by these Terms is reduced, the price shall be changed to conform to Resideo's standard price for the quantity actually delivered. Such a price revision will apply to all Offerings delivered, even if already invoiced at the time of such reduction. In the absence of agreement between the parties regarding order changes and cancellations, the Buyer may not cancel or change orders. Any pricing for an agreed term shall be subject to renegotiation if Resideo purchase, transportation or production costs increase by more than 5%. Prices do not include the costs of recycling goods covered by Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE).

**4. TAXES** Taxes, environmental fees, duties and charges related to the Order are the responsibility of Buyer and Resideo may invoice Buyer for these separately, absent current proof of exemption.

**5. SHIPMENT AND RISK OF LOSS** All shipments covered by these Terms are CPT (Incoterms 2010) Shipping Address of Buyer, unless otherwise stated in writing by Resideo. Risk of loss or damage to the Offerings shall pass to Buyer upon delivery to the carrier. Resideo may make deliveries under any order in one or more shipments. If shipments are delayed by Buyer, the Offerings shall be held at Buyer's own cost and risk and Buyer shall be liable for any delays or increased costs incurred by Resideo that are caused by or related to Buyer's acts or omissions. All delivery dates are estimates unless agreed otherwise by Resideo in writing. In addition, Resideo shall not be liable for any late delivery caused by the carrier or failure of Buyer to provide any necessary information in a timely manner. Buyer must inspect all goods upon delivery and report in writing to Resideo apparent defects, transport damages, incorrect items and shortages, in no event later than three (3) days after delivery, otherwise all goods will be deemed delivered and accepted. Hidden defects must be reported without undue delay, in no event later than 5 days after detection. Resideo reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer. Title to the goods shall pass to Buyer when it has paid the full price for the goods.

**6. SPECIFICATIONS; CHANGES** At any time and for any reason Resideo may, without notice to Buyer, modify the design, materials, specifications or performance of Offerings covered by these Terms, provided the modifications do not materially alter the fit, form and function of the Offerings.

**7. FORCE MAJEURE** Resideo shall not be liable for any failure to deliver, or delay in the delivery of, any Offerings due to any cause beyond its reasonable control. In the event of any

such delay, the date of delivery or performance shall be extended by a period equal to the time lost by reason of such delay. In the event Resideo's production is curtailed for any of the above reasons, Resideo may allocate its production among its various buyers. Such allocation shall be made in a commercially fair and reasonable manner. If the force majeure event continues for longer than 90 days, either party may terminate Buyer's Order by providing written notice to the other party and Buyer will pay Resideo for Offerings delivered and work performed prior to termination and all reasonable expenses incurred by Resideo as a result of such termination.

**8. BREACH** Any one of the following shall constitute a material breach of Buyer's obligations: (a) failure to make payment for any Offerings when due; (b) failure to accept conforming Offerings supplied hereunder; (c) the filing of a petition in bankruptcy against Buyer, the institution of any proceedings in insolvency or bankruptcy (including reorganization) against Buyer, the appointment of a trustee or a receiver of Buyer, or an assignment for the benefit of creditors of Buyer; (d) any other violation of any of the provisions of these Terms by Buyer. In the event of any such breach, Resideo may, by written notice to Buyer, terminate the Order(s), or any part thereof, without any liability whatsoever. Buyer shall pay all costs, including reasonable attorneys' fees, incurred by Resideo in any action brought by Resideo to collect payments owing or otherwise enforce its rights under these Terms.

**9. WARRANTY** To the extent permitted by law, the following is in lieu of all other warranties and conditions, express or implied including those of satisfactory quality and fitness for particular purpose. (a) Resideo warrants Offerings of its manufacture in all material respects to be free of defective materials and faulty workmanship and as conforming to applicable specifications and/or drawings. Unless otherwise agreed in writing by Resideo, commencing with Resideo's date of manufacturing of the Offerings, Resideo's warranty shall run for the period of 12 months. (b) Unless otherwise agreed in writing, Resideo will issue a credit note for Offerings returned in accordance with section 25 to Resideo, transportation prepaid, which are determined by Resideo to be defective. (c) Offerings subject to wear and tear or burnout through usage shall not be deemed defective because of such wear and tear or burnout. No warranty shall apply if, in the sole opinion of Resideo, the defect or damage was caused by or related to installation, combination with other parts and/or products, modification to or repair of any Offerings other than by Resideo, Buyer's failure to use a software version which is not the latest software version made available by Resideo or to apply required or recommended updates or patches to any other software or device in the Offerings network environment, or resulted from Buyer's acts, omissions, misuse, or negligence. (d) Experimental Offerings (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. (e) It is Buyer's responsibility to ensure that the Offerings are fit for the application in which they are used. (f) If Resideo provides any services to the Buyer, including but not limited to training or assistance with configuration and installation of the Offerings, Resideo shall provide such services in accordance with normal industry practice at such rates as may be specified by Resideo in its price list from time to time. Resideo accepts no liability to Buyer arising out of the provision of such services, if provided free of charge. (g) Resideo does not represent or warrant that the Offerings may not be compromised or circumvented or that the Offerings will prevent any personal injury or property loss, burglary, robbery, fire or otherwise, or that the Offerings will in all cases provide adequate warning or protection. Buyer understands that a properly installed and maintained alarm may only reduce the risk of burglary, robbery, fire or other events occurring without providing an alarm, but it is not an insurance or guarantee that such will not occur or that there will be no personal injury or property loss as a result. (h) Software, if listed on the purchase order and/or quotation and/or used within goods warranted by Resideo, will be furnished on a medium that's free of defect in materials or workmanship under normal use for so long as the hardware and/or system is under warranty. During this period, Resideo 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. (i) These warranties are for the benefit of the Buyer only and are not assignable or transferable. Any liability of Resideo under this Section 9 is subject to the provisions of Section 11 "Limitations of Liability" of this Order.

## 10. INTELLECTUAL PROPERTY OWNERSHIP AND INDEMNIFICATION

Resideo provides product that bears trademarks and/or trade names. No license is granted for any use of such trademarks and/or trade names without the prior written permission of Resideo or the owner of the trademark, if used by Resideo under license. Buyer shall not make use of any name, trade name or trademark of Resideo, including the "Resideo" name, in any manner whatsoever. Buyer shall immediately cease any/all use of any name, trade name or trademark of Resideo upon notification by Resideo. Resideo retains ownership of all tooling, designs, drawings and specifications associated with the Offerings and any customizations of such Offerings, and Resideo is not restricted in the use or sale of such Offerings or any customizations. Resideo will defend any suit against Buyer arising out of any actual or alleged patent or copyright infringement of a valid U.K. patent or copyright to the extent based on the Offerings delivered by Resideo, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that the Buyer notifies Resideo in

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writing at such time it is apprised of the third party claim and agrees to give sole authority, information and assistance for the defense and disposition of the claim. Resideo shall not be responsible for any compromise or settlement made without its prior written consent. Resideo will have no obligation or liability with respect to: (a) Offerings provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Offerings used other than for their ordinary purpose; (c) claims of infringement resulting from combining any Offerings furnished hereunder with any article not furnished by Resideo; (d) use of other than the latest version of software product released by Resideo; or (e) any modification of the Offerings other than by Resideo. Further, because Resideo has exclusive control of resolving infringement claims hereunder, in no event will Resideo be liable for Buyer's attorney fees or costs. Buyer agrees to indemnify and defend Resideo to the same extent and subject to the same restrictions set forth in Resideo's obligations to Buyer as set forth in this Section 10 for any suit against Resideo based upon a claim of infringement resulting from (a), (b), (c), (d) or (e) of the preceding paragraph. If a claim is made or if Resideo believes that a claim is likely, Resideo may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Offerings; (ii) replace or modify the Offerings so that it becomes non-infringing; or (iii) accept return of the Offerings or terminate Buyer's license to use the infringing Offerings and grant Buyer a credit for the purchase price or license fee paid for such Offerings, less a reasonable depreciation for use, damage, and obsolescence. Further, Resideo may cease shipping or offering infringing Offerings without being in breach of this Agreement. Any liability of Resideo under this Section 10 is subject to the provisions of Section 11 "Limitations of Liability" of this Order. This section 10 states the parties' sole recourse, entire liability, and their exclusive remedies with respect to infringement. All other express, implied or statutory warranties against infringement of any intellectual property rights are hereby disclaimed.

**11. LIMITATION OF LIABILITY** Section 9 (Warranty) and Section (10) (Intellectual Property Ownership and Indemnification) above states Resideo's sole obligation, and the sole remedy of Buyer, for any defect in any of the Offerings sold or licensed hereunder. (a) In no event shall Resideo 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 use of any property or capital; (vi) loss of anticipated savings; or (vii) loss of data. (b) Resideo 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. (c) Resideo's liability in respect of any purchase order, for any cybersecurity event (including any personal data breach) or otherwise under these terms and conditions shall in no case exceed the contract price of the specific goods that give rise to the claim and Buyer shall not seek to recover damages for breach of confidentiality which also arise out of a breach of applicable data protection laws. (d) Resideo shall be under no liability in respect of any defect or failure of the goods to operate due to the Buyer's failure to use a software version which is not the latest software version made available by Resideo or to apply required or recommended updates or patches to any other software or device in the goods network environment. (e) 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. (f) Neither party seeks to exclude or restrict its liability for: (i) death or personal injury resulting from gross negligence; (ii) fraud; (iii) or any matter in respect of which, by law, it is not permitted to restrict its liability. (g) Except to the extent strictly required by applicable law, Buyer acknowledges that Resideo has no obligation to provide any form of cybersecurity or data protection relating to the operation of the goods, software or the network environment. Resideo may choose to provide internet-based services with the goods and may change or cancel those services at any time. Except to the extent strictly required by applicable law, Resideo has no obligation to provide any form of cybersecurity or data protection relating to such internet-based services.

## **12. CONFIDENTIAL INFORMATION AND DATA USAGE RIGHTS**

Confidential Information means any non-public information of a party, such as proprietary technology, trade secrets, know-how, methods of operations, marketing data and sales programs, market studies and trends, financial information, pricing policies, vendor and customer lists, buying partners, Point of Sales reports and other information relating to the business, products, purchases or sales of a party or any of its suppliers or customers. Buyers acknowledges and agrees that Seller may use Buyer's Confidential Information to perform its obligations under these terms and conditions as they apply to the current or contemplated business relationship and may disclose such information to persons on a need to know basis to perform such obligations, provided such persons bound by written confidentiality restrictions no less stringent than those contained herein. Resideo retains the right to utilize any and all data and information that is collected, generated, processed or transmitted by or through the products and all product related data and information provided or transmitted to Resideo regarding the operation or performance of the products in an anonymized form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Resideo does not own, is not licensed, or does not enjoy sufficient usage rights over any such product related information or data, Buyer grants Resideo and its affiliated companies (or shall procure for Resideo and its

affiliated companies the grant of) a perpetual right to use and make derivative works from such information and data for any lawful purpose.

**13. SOFTWARE** Software, if listed on the Order or installed on a good listed on the Order, is governed by the following terms unless a separate software license agreement is entered between the parties or is included with such software. Software is hereby licensed and not sold. Subject to Buyer's compliance with these Terms, Resideo 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 Offerings and/ or location(s) as are specified on Buyer's Order. Resideo retains all title and ownership to any software delivered hereunder, all of which contains 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, nor shall Buyer copy, disclose, distribute, or display any such software, or otherwise make it available to others (except as Resideo 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 conjunction with the sale by Buyer of the good on which the software is installed. Resideo may terminate this license if Buyer breaches these Terms. Buyer may be required to sign a license agreement or addendum with Resideo before delivery of any Offering.

**14. INDEMNIFICATION** Buyer shall indemnify, defend and hold harmless Resideo, its officers, directors, employees and agents from and against all claims, lawsuits, costs, damages and losses (including attorney's fees) caused by, or resulting from, (i) Buyer's actual or threatened breach of these Terms, (ii) Buyer's negligence in its performance hereunder, (iii) the application of the Offerings and (iv) the installation or modification made by Buyer to the Offerings other than those specifically authorized in writing by Resideo.

**15. MIXING CONTROLS** Some of Resideo's sensors and controls are specifically designed to work one with the other. Therefore, it may in some instances be unsatisfactory and/or dangerous to mix controls and/or sensors made by different manufacturers in the same installation. If Resideo's controls are used with other manufacturers' products in a manner not recommended by Resideo, Resideo hereby disclaims any assurance of satisfactory operation and shall have no responsibility to service any such mixed installations.

**16. APPLICABLE LAW** These terms will be governed by the laws applicable in the country in which Resideo is registered, without regard to conflicts of law principles and the parties submit to the exclusive jurisdiction of the courts of such country. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.

**17. ASSIGNMENT** Buyer may not assign its rights or obligations hereunder without the prior written consent of Resideo and any purported assignment without consent shall be null and void at Resideo's option. Notwithstanding the foregoing, all rights and obligations of Buyer shall be binding upon all successors and assigns of Buyer.

**18. WAIVER** No failure by Resideo 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 Resideo to enforce thereafter each and every provision.

**19. AMENDMENTS** These Terms and all Orders covered by them shall not be superseded, modified, or amended except upon written agreement by Resideo.

**20. COMPLIANCE WITH LAW** Buyer is responsible for compliance with all import and export laws and regulations. Buyer will obtain at its sole cost and expense all import, export and re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations. Buyer will be responsible for any failure of its freight forwarder to comply with all applicable export requirements. Parties 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 U.S. or other countries that regulate the import or export of the goods. Goods and services delivered by Resideo hereunder will be produced and supplied in compliance with all applicable laws and regulations in the country in which Resideo is registered. Buyer confirms that it will ensure that all goods are properly installed and used in accordance with local laws and regulations in the country in which Resideo is registered. The parties shall comply with their respective obligations under applicable data protection laws. Except as otherwise agreed in writing, neither party will process personal data on the other's behalf as its processor. The Buyer and Resideo shall comply with their obligations under the Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment. (WEEE) as implemented in any local jurisdiction applying to the goods, in relation to the financing and organisation of the disposal of the waste electrical and electronic equipment.

**21. RELATIONSHIP OF PARTIES** The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Order.

**22. SEVERABILITY** If any provision of these Terms is determined to be illegal, invalid, or unenforceable, such provision shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Resideo and Buyer.

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**23. SURVIVAL** All provisions of these Terms which by their nature should continue in force beyond the term of this Order will remain in force after termination of this Order.

**24. NOTICES** All notices required to be given by the parties relating to this Order and/or these Terms must be made in writing to the authorized representative of the party at the address stated in the Buyer's purchase order. Notices under these Terms will be deemed given when: (a) hand delivered; (ii) one business day after deposit for next-day delivery with a commercial overnight carrier; or (iii) two calendar days after mailing by certified mail, return receipt requested and postage prepaid.

**25. RETURNS** Offerings may not be returned to Resideo without Resideo's prior written authorization number and consent. To obtain such authorization number and consent, Buyer must put in a request in writing to Resideo's local customer care representative.

May 1, 2021