

Standard Conditions of Sale Honeywell Life Safety Austria GmbH Status 01.07.2011

1. General

1.1 The standard conditions of sale hereunder shall apply to all deliveries and other services, including consultancy services, information and the like from HONEYWELL LIFE SAFETY Austria GmbH (hereinafter "HONEYWELL LIFE SAFETY").

1.2 Deviating PURCHASER conditions that HONEYWELL LIFE SAFETY does not expressly recognize are not binding on HONEYWELL LIFE SAFETY, even if HONEYWELL LIFE SAFETY does not expressly oppose them.

1.3 All agreements, subsidiary agreements, warranties and subsequent contractual amendments as well as amendments to the conditions including this provision on form must be set down in writing.

2. Offer

Offers are always without obligation. Formation of a contract shall not occur until there is a written contract note from HONEYWELL LIFE SAFETY.

3. Prices

3.1 All prices are valid ex factory, or ex warehouse plus the sales tax valid on the day of invoicing and other incidental costs, such as the cost of packaging as per packaging flat rates under the corresponding Part No., transport, assembly, etc.

3.2 The prices stated are binding until expiry of the agreed delivery period. If delivery periods of more than 4 months are agreed, the prices and incidental costs shall be invoiced on the day of delivery.

3.3 A minimum order quantity of € 250 exc. sales tax shall be set. For an order value of less than € 250, a handling charge of € 25 per order shall be levied.

4. Terms of payment

4.1 The respective terms of payment applicable are a binding component of our offers / invoices.

4.2. HONEYWELL LIFE SAFETY shall be entitled to partial deliveries. These shall be invoiced individually and independently due as per sub-section 4.1. Additional services may only be requested if all due debts – for whatever legal reason – have been paid.

4.3 The PURCHASER shall only be entitled to set-off and to retention if the counter claim is established as undisputed or having legal force. This also applies to retention on account of shortcomings and only to the extent to which the value of the item is demonstrably reduced by the shortcoming.

4.4 As of the due date, interest at the level of the respective current account interest rate of HONEYWELL LIFE SAFETY's house bank will be charged.

4.5 If the PURCHASER is in arrears with a due payment or if HONEYWELL LIFE SAFETY becomes aware of unfavorable circumstances via its method of payment, all claims existing at the time from HONEYWELL LIFE SAFETY – also insofar as bills of exchange or checks have been paid for these – shall become due for immediate payment. HONEYWELL LIFE SAFETY may then request advance payment or furnishing of security and after setting an appropriate time for performance may

withdraw from the contract. After delivery, HONEYWELL LIFE SAFETY may retrieve the delivered item immediately, the assertion of additional rights is reserved.

5. Delivery period and date

5.1 Delivery dates or delivery periods, which may be agreed as binding or non-binding, must be stated in writing.

5.2 In the case of subsequent changes to the order, at the PURCHASER'S request, the delivery period shall be extended accordingly.

5.3 In the event of force majeure and other unforeseeable, extraordinary and blameless circumstances – e.g. in the event of materials purchasing difficulties, non-appearance of the data required by the customer, stoppages, strike, lock-out, lack of means of transport, official interventions, power supply difficulties, etc. – even if these occur at the vendor's suppliers – the delivery period shall be extended accordingly if HONEYWELL LIFE SAFETY is prevented from fulfilling its duty on time. If delivery or service is impossible or unacceptable as a result of the aforementioned circumstances, HONEYWELL LIFE SAFETY shall be exempted from the duty to deliver; nor shall HONEYWELL LIFE SAFETY be responsible for the aforementioned circumstances if they arise during an existing delay. HONEYWELL LIFE SAFETY shall notify the PURCHASER of the start and finish of such holdbacks as soon as possible.

5.4. If HONEYWELL LIFE SAFETY is unable to comply with an agreed delivery date, the PURCHASER shall set a reasonable extension of time in writing. Should delivery not be made within this extension of time, the PURCHASER shall be entitled to withdraw from the contract. HONEYWELL LIFE SAFETY shall only be liable for delivery delays and non-fulfillment of the contract if these are the result of gross negligence or were caused intentionally by HONEYWELL LIFE SAFETY. If a delay in delivery lasts longer than three months, or if fulfillment of the contract is impossible, the parties shall be obliged to renegotiate the conditions of the contract in good faith and taking the altered circumstances into consideration. If the parties are unable to agree on a new contract that is satisfactory for both sides within a reasonable period, HONEYWELL LIFE SAFETY may terminate the contract without fixing another deadline.

6. Transfer of risk and dispatch

6.1 The PURCHASER is invoiced for packaging and transport at cost price, type of transport and transport route are determined by HONEYWELL LIFE SAFETY: HONEYWELL LIFE SAFETY is entitled, but not obliged, to ensure deliveries on behalf of and for the account of the PURCHASER.

6.2 Benefit and risk shall pass to the PURCHASER upon commencement of shipping, or if the PURCHASER has been notified of readiness for shipping. This shall also apply if the delivery is free of charge, domicile, CIF, FOB on similar conditions or including assembly or if transport is undertaken by HONEYWELL LIFE SAFETY.

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7. Goods returned

Returned goods shall only be accepted in a condition suitable for resale and only following prior agreement and only up to 6 months after delivery. Goods shall be returned on the account and risk of the PURCHASER. A deduction of 20 % (€30 minimum) shall be made from the refund for administration and other general expenses.

The RMA form has to be attached by the PURCHASER when goods are sent back.

8. Warranty

8.1 The PURCHASER shall examine the goods received without delay upon arrival for quantity, nature and warranted qualities. He shall notify HONEYWELL LIFE SAFETY of obvious defects within 3 days by means of written notice indicating the article, invoice number, invoice date and nature of the defect. HONEYWELL LIFE SAFETY shall be notified of hidden defects within 3 working days of discovery by means of written notice indicating the article and nature of the defect.

8.2 At HONEYWELL LIFE SAFETY's request, the PURCHASER shall return rejected goods carriage paid to HONEYWELL LIFE SAFETY. If the notice of defect proves justified in such a case, HONEYWELL LIFE SAFETY shall bear the costs of the lowest-freight return.

8.3 HONEYWELL LIFE SAFETY shall be liable for defects, which also include the lack of warranted qualities, to the exclusion of further claims as follows:

a) All parts which become demonstrably unusable or the use of which is considerably impaired within 6 months, calculated from the transfer of risk, as a result of an existing circumstance before the transfer of risk on account of faulty construction, material quality or type of construction, shall be repaired free of charge or replaced with new parts (substitute deliveries) by HONEYWELL LIFE SAFETY as it deems fit.

b) For mechanical, pneumatic and electronic parts the warranty period shall be valid for 12 months from the time of the transfer of risk, irrespective of the service life – otherwise as Section 8.3 a

c) HONEYWELL LIFE SAFETY shall assume the costs accruing from subsequent improvement or substitute delivery up to the level of the respective order value of the subsequently improved or substitute delivery part.

d) The PURCHASER must grant HONEYWELL LIFE SAFETY a reasonable period and ample opportunity to carry out all the changes (subsequent improvement) deemed necessary by HONEYWELL LIFE SAFETY and to deliver replacement parts each time. An unreasonably short period automatically sets in motion a reasonable period, if the PURCHASER denies this then HONEYWELL LIFE SAFETY is exempted from the warranty period obligation.

e) Insofar as a reasonable subsequent period set by HONEYWELL LIFE SAFETY elapses for reasons for which HONEYWELL LIFE SAFETY is responsible, the PURCHASER may choose to either request a reduction of the purchase price or to withdraw from the contract, this shall also apply in the event that HONEYWELL LIFE SAFETY is not in a position to remedy the defect.

f) HONEYWELL LIFE SAFETY shall be responsible to the same extent as for the original delivery for the performance of subsequent improvement work and for substitute delivery. The period of liability for defects shall be extended by the duration of the stoppage which occurs as a result of subsequent improvements, substitute deliveries or compensation payment becoming necessary for those parts which cannot be operated appropriately because of the stoppage.

g) The warranty does not relate to natural wear and tear, nor to damage which occurs as a result of faulty or negligent handling or assembly, excessive stress, inappropriate stock, electronic influences and similar circumstances. The warranty shall cease if the delivery item has been handled or altered by the PURCHASER or a third party.

9. General limit of liability

HONEYWELL LIFE SAFETY's liability shall only correspond to the agreements concluded in the above section. HONEYWELL LIFE SAFETY shall only be liable for the PURCHASER's damages, of whatever nature, if these damages are caused willfully and knowingly or as a result of gross negligence on the part of HONEYWELL LIFE SAFETY or HONEYWELL LIFE SAFETY's subcontractors. Any liability by HONEYWELL LIFE SAFETY as the result of unauthorized handling or improper operation of the equipment and devices delivered by HONEYWELL LIFE SAFETY on the part of the PURCHASER is excluded. In particular, HONEYWELL LIFE SAFETY shall not be liable under any circumstances for consequential damage as a result of this, of whatever nature.

Following a written order, HONEYWELL LIFE SAFETY is ready to participate in the commissioning of extinguishing agent controls by service employees in return for payment. If such an order is not issued, the customer recognizes that he himself has sufficient expertise for this and exempts HONEYWELL LIFE SAFETY from liability for consultancy.

10. Reservation of title

10.1 The goods, including packaging, remain the property of HONEYWELL LIFE SAFETY until full payment has been made – in the case of payment by check or bill of exchange until their encashment.

10.2 The PURCHASER is entitled to sell the goods in the ordinary course of business. In the event of resale, the PURCHASER shall now assign to HONEYWELL LIFE SAFETY the claims arising from resale and other claims against his customers to the value of the reserved goods with all subsidiary rights.

If the PURCHASER defaults, at the request of HONEYWELL LIFE SAFETY he shall be under an obligation to make known to HONEYWELL LIFE SAFETY immediately the name or company text and the address of his customers to whom he has sold the delivered goods with reservation of title and to give HONEYWELL LIFE SAFETY a list of the goods sold to these customers. HONEYWELL LIFE SAFETY is entitled to notify the

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customers of the buyer of the assignment and to collect the assigned claim.

10.3 The PURCHASER shall undertake any handling or processing of the reserved goods for HONEYWELL LIFE SAFETY, without HONEYWELL LIFE SAFETY accruing obligations as a result of this. If other goods in the possession of the PURCHASER or a Third Party are processed, HONEYWELL LIFE SAFETY shall acquire joint ownership of the new items arising through processing in the ratio of the value of the goods in their privileged property to the value of the item newly created through processing.

10.4 The PURCHASER shall be obliged to notify HONEYWELL LIFE SAFETY immediately of access to the goods delivered under reservation of title and the rights transferred to HONEYWELL LIFE SAFETY.

10.5 HONEYWELL LIFE SAFETY is entitled to request the return of the objects in the possession or joint possession of HONEYWELL LIFE SAFETY if it appears to HONEYWELL LIFE SAFETY that fulfillment of the claims by the PURCHASER appears jeopardized or if the PURCHASER breaches the obligations incumbent upon him.

The claim for return of the goods delivered by HONEYWELL LIFE SAFETY under reservation of title shall contain no statement about a revocation of contract by HONEYWELL LIFE SAFETY in the absence of a statement to the contrary from HONEYWELL LIFE SAFETY.

10.6 The PURCHASER is obliged to take the necessary measures and to draw up all the documents required by law at the destination so that the reservation of title is effective or other security on behalf of HONEYWELL LIFE SAFETY is ordered or retained.

10.7 If the existing securities for HONEYWELL LIFE SAFETY exceed the value of the claims to be secured by more than 20% in total, at the request of the PURCHASER or a Third Party adversely affected by the over-securing of HONEYWELL LIFE SAFETY, insofar HONEYWELL LIFE SAFETY is ready to release securities at the PURCHASER's option.

11. Lump-sum compensation for damage

11.1 HONEYWELL LIFE SAFETY reserves the right to request compensation for damage because of non-payment, notwithstanding further claims, without special proof at a level of 20 % of the agreed price.

The PURCHASER shall waive a judicial moderation of the lump-sum compensation for damage within the meaning of Section 1336 ABGB.

11.2 In any case HONEYWELL LIFE SAFETY is entitled to compensation of all damages for goods produced according to the PURCHASER's wishes.

12. Copyright - Technical Data

12.1 HONEYWELL LIFE SAFETY reserves the copyright of illustrations, drawings or other documents provided by HONEYWELL LIFE SAFETY.

12.2 Quality descriptions and other technical data are not binding and do not represent any warranty of qualities. HONEYWELL LIFE SAFETY is entitled to change the technical data of the delivery item insofar as this is reasonable for the PURCHASER.

13. Separability

Should a provision in these conditions or a provision in the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

14. Place of performance and place of jurisdiction

For all legal relations between the parties which arise out of or in connection with this contract, only the law of the Republic of Austria shall apply, barring UN Sales Law.

14.2 The only place of jurisdiction for all legal disputes, including for check and Bill of Exchange complaints is Vienna. However, HONEYWELL LIFE SAFETY is also entitled to institute legal proceedings against the PURCHASER at his seat of business.

15. General

15.1 For the rest, the general terms and conditions of the Austrian electrical industry, issued by the professional association of the Austrian electrical industry, most recent version, shall apply.

15.2 Furthermore, HONEYWELL LIFE SAFETY reserves the right to forward information on products, services or innovations in the company by email. The sending of emails can be revoked at any time and for any email receipt.

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16. Warranty claim

The faulty part together with a RMA form and a description of the fault, in accordance with our Standard Conditions of Sale, shall be sent to:

**Honeywell Life Safety Austria GmbH
Lemböckgasse 49
A-1230 Wien**

Upon request by telephone on telephone number 01/ 600 60 30 a preliminary delivery of the replacement module is possible indicating the invoice number, invoice date and product number of the part already delivered.

Furthermore, our general terms and conditions of business shall apply in the respective version in force.

No error reports are produced for warranty cases!

In the case of prior deliveries of a replacement module, this shall be invoiced with the corresponding new price.

After receiving the faulty equipment (incl. the RMA form), this shall be examined. In warranty claims, PURCHASE receives a credit note for the parts delivered in advance.

Should no fault be detected during examination, or the damage has arisen as the result of improper handling, no warranty claim exists.

Exclusion:

Broken or over-strained parts.

17. Repair procedure

Parts that are not guaranteed shall be repaired according to expenditure.

Exclusion:

Parts that are broken or over-strained cannot be repaired.

Parts with a gross list price of less than € 200 cannot be economically repaired.

Expiry:

The customer sends the part for repair with a legally binding repair order and a RMA form to:

**Honeywell Life Safety Austria GmbH
Lemböckgasse 49
A-1230 Wien**

A charge is made for repair and inspection time as well as required material.

If no repair but only an inspection report is required a charge of € 75,- will be invoiced per inspected article.

Furthermore, our standard conditions of sale shall apply in the respective version in force.

18. Services

Please ask the following Rep. Offices for the costs of services:

Rep. Office of Honeywell Life Safety Austria GmbH
V Parku 2325/16
148 00 Prag 4
Czech Republic
Phone: (+42) 0 242 442 280

Rep. Office of Honeywell Life Safety Austria GmbH
Sp. z o.o. Przedstawicielstwo w Polsce
ul. Marynarska 15, 02-674 Warszawa
Poland
Phone: (+48) 22 31 30 970

Honeywell Life Safety Electric Romania
Salcamilor, 2 bis
1800 Lugoj
Romania
Phone: (+40) 0 5635 00 00

Honeywell Life Safety Romania S.R.L.
Floreasca Business Park
169A Calea Floreasca Street, Building A, 2nd Floor,
District 1, 014459 Bucharest,
Romania
Phone: (+40) 0 256 35 00 00

Rep. Office of Honeywell Life Safety Austria GmbH
24, Luzhniki
119048 Moscow
Russia
Phone: (+7) 495 23 12 692

4. Detector disposal:

Disposal of Honeywell Life Safety I-Detectors: on request
Disposal of external detectors: on request

5. Price basis

The prices specified are gross in EURO exc. 20% sales tax.