

HONEYWELL INTERNATIONAL INC.

TERMS & CONDITIONS

CONDITIONS OF SALE

GENERAL TERMS

SUPPLIER CAGE CODE INFORMATION

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CONDITIONS OF SALE

1. APPLICABILITY

Unless and to the extent that a general terms agreement executed between Buyer and Honeywell International Inc. ("**Honeywell**") applies to supersede any of these terms, any purchase Order covering the sale of any product ("**Product**") contained in this Catalog ("**Order**") will be governed solely by these Conditions of Sale, whether or not this Catalog or these Conditions of Sale are referenced in the Order. Except as provided in the "Buyer's Orders" section below, all provisions on Buyer's purchase Order and all other documents submitted by Buyer are expressly rejected. Honeywell does not waive these Conditions of Sale if it fails to object to provisions submitted by Buyer. Buyer's silence or acceptance or use of Products is acceptance of these Conditions of Sale. Any modification or addition to these Conditions of Sale must be in writing and signed by an authorized representative of Buyer and Honeywell. Any irreconcilable conflict among these Conditions of Sale, the General Terms section and the Supplier Cage Code Information section of this Catalog will be resolved by giving precedence in the following order from highest precedence to lowest: (1) Supplier Cage Code Information, (2) General Terms, and (3) Conditions of Sale. This Catalog and price list is not an offer. Honeywell may reject any Order submitted for its acceptance.

2. BUYER'S ORDERS

Orders may specify: (1) Honeywell's Product part number; (2) requested delivery dates; (3) applicable price; (4) quantity; (5) location to which the Product is to be shipped; and (6) location to which invoices will be sent for payment. Buyer's Order is subject to Honeywell's minimum order requirements, if any. Orders are subject to Honeywell's acceptance. Honeywell's Order acknowledgment will not constitute acceptance. Any additional or conflicting terms on purchase Orders will not apply unless specifically agreed to in writing by Honeywell.

3. DELIVERY

Delivery terms are EXWORKS (Incoterms 2000), Honeywell's facility. Honeywell will schedule delivery in accordance with its standard lead time unless: (1) Buyer's Order requests a later delivery date; or (2) Honeywell agrees in writing to a different delivery date. Buyer will pay all transportation costs (including insurance and customs duties) and for any claims to be filed with the carrier. If Honeywell prepays transportation charges, Buyer will reimburse Honeywell upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Buyer when Honeywell places Product at Buyer's disposal at Honeywell's facility, except that title and risk of loss or damage to all Product shipped via air freight directly to Buyers located outside of the United States of America will pass to the Buyer immediately after such time as the Products first leave the overlying airspace of the United States. Honeywell reserves the right to impose additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer.

4. ACCEPTANCE

Buyer will inspect Products within a reasonable period, not to exceed 10 calendar days, after delivery. Products will be presumed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within the same timeframe. Honeywell will be afforded a reasonable opportunity to repair or replace, at Honeywell's option, rejected Product. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

5. CHANGES

Honeywell may, at its discretion and without notice to Buyer, incorporate changes to Products and may deliver such changes to Products at any time.

6. PRICES AND PAYMENTS

Prices for each Product are set forth in this Catalog, stated in United States currency, and valid for products shipped from January 1, 2008 through December 31, 2008, unless stated otherwise. Honeywell reserves the right to correct any inaccurate invoices and to change Catalog prices during the term. Payment terms are net 30 calendar days from date of invoice. Payment must be made in United States currency. Honeywell may without notice modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees, or other security. If Buyer is delinquent in any payment to Honeywell, then until all delinquent amounts and late interest if any are paid Honeywell may, at its discretion: (a) be relieved of its obligations with respect to guarantees, including without limitation, turn around times, spares support and delivery lead times;

(b) refuse to process any credit to which Buyer may be entitled; (c) set off any credit or sum owed by Honeywell to Buyer against any undisputed amount owed by Buyer to Honeywell; (d) withhold future shipments to Buyer; (e) declare Buyer's performance in breach and terminate the Order; (f) repossess Products for which payment has not been made; (g) deliver future shipments on a cash-with-Order or cash-in-advance basis; (h) charge interest on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or partial month; (i) charge storage or inventory carrying fees on Products; (j) recover all costs of collection including, without limitation, reasonable attorneys' fees; (k) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (l) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

7. SETOFF

Buyer will not set off or recoup all or any portion of an invoiced amount against a sum that is due or may become due from Honeywell, its parents, affiliates, subsidiaries or other divisions or units.

8. PRODUCT WARRANTY

"**Nonconformance**" means failure to comply with, or failure to operate due to noncompliance with, applicable Honeywell drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

"Product" includes end items, including its line replaceable units and components, including those returned for exchange.

Honeywell warrants that its Products will comply with applicable Honeywell drawings and will be free from defects in workmanship and material at time of shipment to Buyer. These warranties run to the Buyer, its successors, assigns, and customers, and are valid for the earlier of 6 months from first use or 12 months after Product shipment.

Buyer must notify Honeywell in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, return the Product to Honeywell's designated facility.

Honeywell's obligation and Buyer's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Nonconforming Product. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period.

Honeywell assumes round trip shipping costs for Nonconforming Products in an amount not to exceed normal surface shipping charges to and from Honeywell's nearest warranty repair facility for such Products. Round trip shipping costs expressly exclude freight forwarding charges. The party initiating transportation bears the risk of loss or damage to Products in transit. If Honeywell reasonably determines, after analysis of the returned Product, that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges.

Honeywell will not be liable under this warranty for: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use of Products which is improper or otherwise not in compliance with Honeywell's instruction; (2) Product alteration, modification or repair by anyone other than Honeywell or those specifically authorized by Honeywell; (3) accident, contamination, foreign object damage, abuse, neglect or negligence after Product shipment to Buyer; (4) damage caused by failure of a Honeywell-supplied Product not under warranty or by any hardware or software not supplied by Honeywell; (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell manufactured Products; (6) products not manufactured by Honeywell (but manufacturer's warranty is passed through to Buyer to the extent permitted); or (7) Products normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors).

Honeywell has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Buyer will give Honeywell access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

9. EXCUSABLE DELAY OR NONPERFORMANCE

Honeywell will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or its suspension or revocation ; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not, or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Honeywell is actually delayed. If the inability to perform continues for longer than 6 months, either party may terminate the affected Order by providing written notice to the other party.

10. CANCELLATION

Buyer may cancel any Order or portion of an Order by giving Honeywell written notice specifying the detailed reason for the cancellation if: (1) Honeywell fails to correct a breach of these Conditions of Sale within 90 calendar days of written notice from Buyer of the breach; or (2) any insolvency or suspension of Honeywell's operations or any petition filed or proceeding commenced by or against Honeywell under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

11. DISPUTES

Any controversy, claim or dispute arising out of or relating to these Conditions of Sale, including the determination of the scope or applicability of this agreement to arbitrate ("**Dispute**"), will be determined by arbitration. The arbitration will be conducted in English.

If Buyer is incorporated in the United States, the CPR Institute for Dispute Resolution will administer the arbitration pursuant to its Rules for Non-Administered Arbitration. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. secs. 1-16, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York City, New York. If Buyer is not incorporated in the United States, the International Chamber of Commerce ("ICC") will administer the arbitration pursuant to its Rules for Arbitration. The place of arbitration will be Brussels Belgium. Any award will be payable in U.S. dollars, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either party may seek interim or provisional relief in state or federal court sitting in New York City, New York, U.S.A., if necessary to protect the rights or property of that party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the Dispute. Buyer and Honeywell irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, these courts.

The arbitration award will be in writing and will specify the factual and legal basis for the award. The arbitration award will be final and binding upon the parties.

12. APPLICABLE LAW

These Conditions of Sale will be governed by the laws of the State of New York, U.S.A. without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor agreement, will not apply.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO A PRODUCT OR ORDER IS LIMITED TO THE LOWER OF CATALOG OR CONTRACT PRICE FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

14. NONDISCLOSURE AND NON-USE OF HONEYWELL'S DATA AND INFORMATION

These Conditions of Sale do not supersede any confidentiality agreement executed by Buyer and Honeywell that otherwise applies to Products, services, technical data or other information delivered in connection with an Order. In the absence of such an agreement, Buyer may use Honeywell's confidential information only in the normal operation of Honeywell's Products. Further, Buyer may disclose Honeywell's confidential information only on a need-to-know basis, will protect against its advertent disclosure, and will not disclose such information to any third party without Honeywell's prior written consent.

15. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Honeywell will defend Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Honeywell as soon as it is aware of the third-party suit, and agrees to give sole and complete authority, information and assistance (at Honeywell's expense) for the defense and disposition of the suit. Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent.

Honeywell will have no obligation or liability with respect to: (a) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Products used other than for their ordinary purpose; (c) claims of infringement resulting from combining any Product furnished under an Order with any article not furnished by Honeywell; or (d) any modification of the Product other than a modification by Honeywell. Because Honeywell has exclusive control of resolving infringement claims under this Article 15, in no event will Honeywell be liable for Buyer's attorney fees or costs.

Further, Buyer agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Buyer as set forth in this "Indemnity Against Patent and Copyright Infringement" section for any suit against Honeywell based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

If a claim is brought or if Honeywell believes that a claim is likely, Honeywell may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) accept return of the Product or terminate Buyer's license to use the infringing Product and grant Buyer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping the subject Products without being in breach of these Conditions of Sale.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of these Conditions of Sale.

This "Indemnity Against Patent and Copyright Infringement" section states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express, or implied are hereby disclaimed.

16. SOFTWARE LICENSE

This "Software License" section applies to any software or software documentation in any form whatsoever (collectively, "**Licensed Software**") delivered by Honeywell in connection with an Order that is not subject to a software license executed by the parties. Subject to these Conditions of Sale, Honeywell grants to Buyer a nonexclusive, limited license to use the Licensed Software only in the course of the normal operation of the Product on which it is installed.

The Licensed Software is Honeywell's proprietary information. Honeywell retains title to all Licensed Software. Unless specifically authorized by Honeywell in writing, Buyer is prohibited from making copies of License Software except for one copy for archive purposes. Buyer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every authorized copy of Licensed Software.

Buyer may transfer the Licensed Software in conjunction with the resale of the Product, Buyer's product, or Honeywell supplied test equipment in which the Licensed Software is installed or with which it is used, but only under terms consistent with and no less stringent than the terms set forth in this "Software License" section. Except as specifically permitted in this Software License, the Licensed Software may not be sublicensed, transferred, or loaned to any other party without Honeywell's prior express written consent.

Buyer may not either itself or with the assistance of others, modify the Licensed Software including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on Licensed Software to recover any portion of the program listing, object code, source code, or any information contained in the Licensed Software.

Notwithstanding the warranties provided elsewhere in this Software License, Buyer acknowledges that Licensed Software may be product, aircraft or sensor specific and, as such, may require reasonable adjustment or refinement to suit Buyer's specific requirements. Buyer will provide reasonable aid to Honeywell in accomplishing such adjustments and refinements. Unless otherwise agreed in writing, Honeywell will provide Buyer such reasonable adjustments or refinements for a period not to exceed 90 calendar days from delivery of the Licensed Software.

17. SPECIAL TOOLING AND DATA

Honeywell owns all rights to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities and tooling, including, but not limited, to jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, manufacturing aids and replacements items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from Honeywell to Buyer.

18. EXPORT

Buyer and Honeywell are responsible for compliance with United States and foreign government import and export control laws and regulations, and when required by such laws and regulations will obtain validated import, export and re-export licenses and authorizations required for goods, services and technical data delivered under an Order. Buyer will immediately notify Honeywell and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the goods, services, or technical data may be redirected to other countries in violation of import or export control laws. Honeywell will not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following U.S. Government actions: (a) refusal to grant import, export or re-export authorization; (b) cancellation of import, export or re-export authorization; or (c) any subsequent interpretation of U.S. import or export laws and regulations, after the date of Honeywell's acceptance of an Order, that limits or has a material adverse effect on the cost of Honeywell's performance.

Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

19. TAXES

Honeywell's pricing excludes all taxes (including, but not limited to, sales, use, excise, value-added or other similar taxes), duties and charges ("**Taxes**"). Buyer will pay all such Taxes resulting from an Order or Honeywell's performance, whether or not hereafter imposed, levied, collected, withheld or assessed. If Honeywell is required to impose, levy, collect, withhold or assess any such Taxes on any transaction under an Order, then in addition to the purchase price, Honeywell will invoice Buyer for such Taxes unless, at the time of Order placement, Buyer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from such Taxes.

20. NOTICES

Every notice between the parties relating to an Order will be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Honeywell, to Honeywell's authorized representative. A notice is received when delivered either:

1. 2 calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. 1 business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

All notices must be addressed as follows:

Honeywell: Honeywell International Inc. Address: See the Supplier Cage Code Information section of this Catalog for complete addresses

Buyer Address: Buyer's address on the Order or to Buyer's purchasing representative

21. GENERAL PROVISIONS

Assignment. Buyer will not assign any right nor delegate any obligation under an Order without Honeywell's advance, written consent which will not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void. **Waiver.** Failure of either party to enforce at any time a provision of these Conditions of Sale will not waive that provision nor will any such failure prejudice that party's right to enforce that provision in the future. **Severability.** If a provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable by an arbitrator appointed in accordance with the Disputes section of these Conditions of Sale or court of competent jurisdiction, the remaining provisions will remain valid and enforceable and, in lieu of the illegal, invalid, or unenforceable provision, there will be added as part of these Conditions of Sale one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. **Commercial Use.** Buyer represents and warrants that all Product purchases under these Conditions of Sale will not be used in the performance of a contract, or subcontract, with any government in a manner so as to affect Honeywell rights to data, technology, software or other intellectual property supplied by Honeywell. **Survival.** All rights, duties and obligations which by nature should apply beyond the term of an Order including, but not limited to, Sections 6, 8, 11, 12, 13, 14, 15, 16, 19, and 21 will remain in force after the acceptance and complete performance of any Order. **Entire Agreement.** The terms contained in these Conditions of Sale, together with General Terms section and Supplier Cage Code Information section of this Catalog, is the entire agreement between the Buyer and Honeywell with respect to an Order and supersedes any prior agreements and representations, oral or written, and all other communications between Buyer and Honeywell relating to an Order. These Conditions of Sale will not be varied except by an instrument in writing subsequently executed by an authorized representative of each party.

GENERAL TERMS

CONTACT INFORMATION

Telephone numbers, fax numbers and email addresses can be found in the supplier cage code specific sections that follow. If Buyer is unable to determine which location to contact, please call the number below for assistance:

North America: (800) 601-3099

Outside North America: (602) 365-3099

PRICING

Catalog prices are effective from January 1, 2008 through December 31, 2008 and are subject to change without notice.

Except as otherwise noted herein, all equipment will be purchased in accordance with Seller's "Standard Conditions of Sale".

Orders placed for deliveries beyond catalog lead-time will be priced in the year of confirmed delivery.

Seller reserves the right to supply alternate or superseding products in all cases where design changes, parts availability or product improvement necessitates such substitution. Prices may vary on superseding part numbers.

QUOTATIONS

Upon request, Seller will provide price and delivery quotations for Seller's spare parts not listed in this catalog. Such quotations will remain in effect for sixty (60) calendar days or until a separate stated expiration of the price, whichever occurs first.

SUBMISSION OF PURCHASE ORDERS

When submitting purchase orders or requesting price and delivery quotations to us, Seller asks Buyer to provide the following information to the Honeywell Aerospace Complete Customer Care Center:

1. Complete company name and address;
2. Description of work the company performs;
3. Ship To address;
4. Bill To address;
5. Purchasing/Buyer contact name, email address, telephone number and fax number;
6. Shipping Method (Examples: UPS, EMERY, Federal Express, Airborne, Burlington Northern, etc.); and
7. For international Buyers, name and contact information for a freight forwarder in the United States as well as preferred international shipping carrier.

Seller reserves the right to apply a \$100.00 surcharge on non-electronic orders (e.g., fax, telephone) unless Seller is unable to accept an electronic order from Buyer.

MINIMUM ORDER AMOUNT

Seller reserves the right to apply a \$300.00 minimum line item order amount, per delivery, on orders unless otherwise waived by Seller in writing.

PURCHASE ORDER CANCELLATION

Cancellation of an order for any reason except those contained in the "Conditions of Sale" will be allowed only upon written approval by Seller. In the event Buyer cancels an order for a catalog or non-catalog part, Seller reserves the right to invoice Buyer for costs incurred due to the cancellation up to the price of cancelled part. An order will be canceled only upon receipt of written acceptance of the cancellation fees from Buyer in the form of a purchase order in the amount of said cancellation fees. The minimum cancellation fee an order will be subject to is fifteen percent (15%).

LEADTIME

Buyer orders requested short of catalog lead-time are subject to review, based on material availability. In cases where stock is not available, these orders may be amended by Honeywell to new delivery dates, not to exceed catalog lead-time commitments. Catalog lead times are based on the most current, available

information. Unexpected demand may affect our ability to meet these lead times. Seller reserves the right to apply a surcharge for orders placed short of catalog lead time.

Orders for non-catalog parts will be subject to the same review process as described above. Depending upon material availability, non-catalog order requests will be amended to new requested dates, which could reflect manufacturing lead-times and may be subject to additional surcharges.

Unusually large order quantities will be filled from available material; the balance of the requested delivery quantities and delivery dates may change based on material availability.

This review process may cause a minor delay in order acknowledgment, generally not more than one working day.

This policy is not applicable to AOG orders.

EXPEDITES

If Buyer requires a part in less than published or quoted lead-time, the order for such a part should be marked as shown in the World Airline Supplier's Guide: **AOG- Aircraft on Ground** and Seller will advise action taken on the AOG request within four (4) hours.

Telephone AOG service is available 24/7 from the Honeywell Aerospace Complete Customer Care Center at the following telephone numbers. To insure proper handling of AOG orders, kindly telephone AOG requests prior to sending fax requests.

Inside North America	800-601-3099	Select AOG Option
Outside North America	602-365-3099	Select AOG Option
Fax	602-365-3343	

Shipping Container or packages for AOG items will have identification labels attached to alert the Buyer facility.

If Buyer requires a part with Critical priority and an AOG or Work Stoppage is imminent, the order for such a part should be marked as **Critical or Work Stoppage** and Seller will advise action taken on the Critical request within 24 hours.

If Buyer requires a part in less than published or quoted lead-time, the order for such a part should be marked as **Expedite** and Seller will advise action taken on the Expedite request within 7 calendar days.

When declaring this priority, the Buyer whenever possible should supply the Honeywell Aerospace Complete Customer Care Center with the following information:

Aircraft Serial Number;
Location of aircraft;
Aircraft's next scheduled flight; and
Any other information necessary to support the AOG.

Quantity of hardware requested should be representative of AOG needs only. Should the quantity exceed ship set requirements, the AOG quantity will be shipped and the balance of the order re-prioritized and shipped at earliest availability.

Expedited orders will be subject to a handling fee of \$500.00 per part number.

RETURNED MATERIAL AUTHORIZATION (RMA)

Except for standard repairs (including warranty), the return of cores, and errors in shipment, returned materials will not be accepted. Return of material to Seller must have prior approval or returned materials will not be accepted. Requests for returns must be submitted within 30 days after original receipt of hardware by Buyer. Requests for returns received by Seller beyond the 30 day period may not be accepted.

Credit may be issued upon return of new, unused, undamaged parts in the original packaging; however, Seller reserves the right to apply a restocking fee of 15% of the Item price or \$500.00, whichever is greater. If the material was acquired on an AOG status order, the buy back will be subject to a restocking fee of twenty-five (25%) of the item price or \$500.00, whichever is greater.

Return shipments to Seller without proper documentation may be returned at Buyer's expense.

ERROR IN SHIPMENT

Written notification of any short shipments or receipt of incorrect material against an order must be received by Seller within 30 calendar days after receipt of the order.

APU & ENGINE RENTAL SERVICES

Certain Auxiliary Power Units (APUs) and Commercial Propulsion Engines may be available for rent to meet critical, short term needs. Please contact the Honeywell Aerospace Complete Customer Care Center at 800-601-3099 or 602-365-3099 regarding availability and rental terms.

CREDIT HOLDS / LIMITS

If Buyer has exceeded its credit limit and partial payment is received, Seller reserves the right to release order shipments on a part availability aged order basis.

If Buyer has not maintained acceptable credit practices, Seller reserves the right to review, amend price and delivery or cancel existing Orders.

If Buyer's credit terms are PPS (Payment Prior to Shipment) and payment is not received within 30 days after order placement, Seller reserves the right to cancel order as stated in Seller's Terms and Conditions of Pro-forma Invoice.

REQUESTS FOR CREDIT

All credit arrangements are made through Honeywell Aerospace Global Credit & Treasury Services (GCTS). Standard payment terms are Net 30 days from invoice date, subject to credit worthiness and the attached Conditions of Sale. Other possible payment terms are Payment Prior to Shipment (PPS), Cash on Delivery (COD) for domestic Buyers, or Letters of Credit (LOC).

Application for Credit should be submitted to GCTS via fax or mail. Application forms are available on request from the address below or via email to Honeywellcog@honeywell.com. When applying for credit, kindly identify which Honeywell Aerospace unit with which you wish to do business.

Global Credit & Treasury Services address:
Honeywell International Inc.
Global Credit & Treasury Services
1140 West Warner Rd.
Tempe, AZ 85284
Fax: 480-592-4530

Requests for credit must include:

1. Three (3) active trade references;
2. Bank references;
3. Latest financial statement;
4. Accounts Payable contact email address, telephone number and fax number; and
5. Name and location of the Honeywell unit with whom you already do business.

Other requirements are detailed in credit application forms.

Please contact GCTS to obtain the remittance address and wire transfer instructions to which payments to Seller must be directed. Wire transfers are the preferred method of payment, as they assure prompt and accurate credit to the Buyer's account. Please provide GCTS with a proper remittance advice, indicating Buyer identification number, as well as reference numbers of invoices and credit memos being paid or applied.

2. Purchase Order Acceptance and Acknowledgment

- Orders can be accepted in any of the following formats:
 - ATA 200. Chapter 6 and SPEC 2000 - order forwarding; ANSI X12;
 - Hard copy purchase orders; or
 - Telephone, e-mail, or facsimile, if followed by hard copy purchase order in 10 working days.
- Any purchase order covering the sale of Aerospace-Consumables Solutions parts shall be governed by the Conditions of Sale, including Aerospace-Consumables Solutions modifications in #12 below.

3. Minimum Order Policy

\$ 50.00 minimum per line item per delivery.

4. Prices

- Prices presented in this catalog are for normally purchased quantities. Please contact an Aerospace-Consumables Solutions sales office for quotations involving large quantities.
- Some items are sold in pre-packaged quantities in order to reduce handling charges.
- All prices include standard packaging and labeling.
- Call for quotations on AN, MS, NAS and other general standard hardware requirements that are not included in this catalog. Price, availability and order placement are also available on the Aerospace-CS website located at www.Honeywell.com/aeroconsumables
- Prices are valid for orders accepted with normal lead time delivery **from Jan. 1, 2008 through Dec. 31, 2008** unless a new catalog or addendum to this catalog is issued.
- Some S8154, S8153, S8156, S9011 and S8157 Series washers have a minimum purchase quantity of 100 pieces and are sold in 100-piece increments only (prices in this catalog are for each piece).

5. Purchase Order Cancellation

Cancellation of an order for any reason except those contained in the "Conditions of Sale" will be allowed only upon written approval by Honeywell. Cancellation of an order in accordance with the "Conditions of Sale" must be acknowledged by Honeywell. Cancellation charges may apply.

6. Packaging

Packaging and identification will conform to the applicable product specifications unless otherwise requested and agreed to in writing. In the absence of a product packaging specification, all product is bulk packaged appropriate to the product.

7. Error in Shipment

Written notice of any short shipment or receipt of incorrect material against orders must be presented within 10 calendar days of receipt of goods.

A variance of +/-2% is allowable on all quantities shipped.

8. Returned Material Authorization (RMA)

Any return of material to Honeywell Aerospace-Consumables Solutions must have prior approval or it may not be accepted. Please contact the Aerospace-Consumables Solutions sales office at 866-234-4474, for a RMA number. This number must appear on all correspondence and documents associated with returned material. No replacement material or credit will be issued for items returned without an RMA number. Under certain conditions restocking fees apply.

9. Quotations - Spare Parts Price and Delivery

Quantity - Prices presented in this catalog are for minimum quantities. Please contact Aerospace-Consumables Solutions sales office for quotations for larger quantities.

Delivery - Please contact Aerospace-Consumables Solutions for availability on all items. Normal lead-time on stock items is fourteen working days or less. Some large orders may be partially shipped from stock with the order balance scheduled for the earliest possible delivery.

10. Expedites

If an airline customer requires a part in less than the published or quoted lead time, the order for such a part should be identified as shown in the World Airline and Suppliers Guide:

Shipping containers or packages for A.O.G. items will have identification attached to alert the airline customer facility.

A.O.G.

For emergency A.O.G. service after hours, weekends, and holidays, please telephone the Aerospace-Consumables Solutions 24-hour Hot Line: (800) 601-3099. Please ensure that you have the following information available:

TAIL NO. PURCHASE ORDER NO. PART NO. QUANTITY REQUIRED SHIPPING INSTRUCTIONS

11. Remittance Address

Wire Transfers should be made in U.S. dollars to:

Honeywell Consumables Solutions
JP Morgan Chase Bank
Funds Transfer Services
4 New York Plaza, 15th Floor
New York, NY 10004
ABA#: 021-0000-21
Acct 9102558732
SWIFT: CHASUS33

Remittances by wire transfer are the preferred method of payment from foreign customers as they assure the prompt and accurate credit to your account.

Check payments should be mailed to:

Honeywell
P.O. Box 93123
Chicago, IL 60673-3123

12. Aerospace-Consumables Solutions Catalog Terms of Sale

All of the Conditions of Sale apply to purchases from the Aerospace-Consumables Solutions except as expressly modified below:

1. **Add the following to the Conditions of Sale: “Definition.** ‘Part’ means any purchase out of this Catalog from Consumables Solutions. The term ‘Part’ replaces each reference to ‘Product’ in the Conditions of Sale, except that the definition of ‘Product’ in the Product Warranty section of the Conditions of Sale is deleted.”
2. **Add the following to the Conditions of Sale: “Pricing.** Prices do not include any Seller non-standard testing, certification, or inspection requirements.”
3. **Add the following to the Conditions of Sale: “Return Authorizations.** All returns to Seller, whether of rejected Parts or for warranty service, must comply with Seller’s return material authorization (RMA) policies.”
4. **Delete the following word from the first line of Section 2 (“Buyer’s Orders”) of the Conditions of Sale:** “part”.
5. **The following replaces the second sentence of the third paragraph of Section 8 (“Product Warranty”) of the Conditions of Sale:** “The Part warranty runs to the Buyer, its successors, assigns, and customers, and is valid for two years after Part shipment.”
6. **The following replaces the first sentence of the fifth paragraph of Section 8 (“Product Warranty”) of the Conditions of Sale:** “Seller’s obligation and Buyer’s sole remedy under the Part warranty is limited to replacing the Part or refunding the price paid by Buyer (at Seller’s option) for the nonconforming Part.”
7. **Section 15 is deleted in its entirety and replaced with: PATENT INDEMNIFICATION**
Honeywell’s sole obligation relating to patent indemnification is, upon Buyer request, to assign or transfer to Buyer all patent indemnifications of Honeywell’s suppliers and/or manufacturers of Parts.

HONEYWELL ASCa INC.
CAGE 07217
Aerospace - Toronto
Mississauga, Ontario, Canada

1. Communication and Order Placement

The following identifies order administrative aspects pertaining to the catalog.

Airline Spares Administration905-608-6000
After Hours, Weekends and Holidays905-607-0300

Street Address: 3333 Unity Drive
Mississauga, Ontario
Canada L5L 3S6

Electronic Communication: MAGNAFAX: 905-608-6254
SITA YYZBXXD

2. Purchase Order Acceptance and Acknowledgment

Honeywell ASCa Inc. (hereinafter termed "Seller") accepts orders in any of the following formats:

ATA-200 Chapter 6 and Spec 2000 - Order Forwarding
Acknowledgment with appropriate S1 message within minutes of
acceptance of or a change to the order

Hard Copy Purchase Orders
Acknowledgment will be within ten (10) calendar days after order
acceptance

3. Lead Time

See General Terms

4. Pricing

See General Terms

5. Purchase Order Cancellation

See General Terms

6. Submission of Purchase Orders

See General Terms

Honeywell ASCa Inc. Customer Support Address:

Honeywell ASCa Inc.
3333 Unity Drive
Mississauga, Ontario
Canada L5L 3S6
Fax: 905-608-6254

7. Returned Material Authorization (RMA)

See General Terms

8. Quotations - Spare Parts Price and Delivery

Upon request, Seller will provide price and delivery quotations for Seller's spare parts not listed in this catalog. Such quotations are firm and will remain in effect for thirty (30) calendar days from issuance.

9. Expedites

See General Terms

10. Spares for Lease

Certain high cost items may be available for leasing to cover critical short-term situations. Customers are invited to inquire about availability and leasing terms to fill their needs.

11. Credit Holds / Limits

See General Terms

12. Authorized Distributors

Aviall Services Inc.
P.O. Box 619048
DFW Airport
Dallas, Texas 75261
Phone: (972)-586-1985
Fax: (972)-586-1980
CAGE code: 07068

Satair A/S
Group Head Office
Amager Landevej 147A
2770 Kastrup
Denmark
Phone: +45 3247 0100
Fax: +45 3247 3434
CAGE Code OR3X9
SITA Code: CPHSA7X

HONEYWELL INTERNATIONAL INC.
CAGE 22373
Aerospace - Olathe
Olathe, KS

1. Communication and Order Placement

Place your order online at www.bendixking.com, by telephone (for credit card or advance payments only), fax, email, or mail your signed purchase order to the address below. Purchase Orders must include Honeywell part number, quantity, and correct price. Except for Service Parts orders, Purchase Orders not fulfilled at year end must be revised with the next year's price or the Purchase Order will be cancelled.

Domestic..... 800-757-8999
International..... 913-712-0400
Complete Customer Care Center Fax:..... 913-712-1335
E-mail address bendix.king@honeywell.com
Web site www.bendixking.com

Honeywell International Inc.
Aerospace-Olathe
One Technology Center
23500 W. 105th Street
P.O. Box 1950
Mail Drop #45
Olathe, KS 66061-1950 U.S.A.

AMS-Olathe – Repair and Overhaul Customer Call Center

Domestic 800-257-0729
International 913-712-3000
Fax 913-712-1331

In this document, "Aerospace-Olathe" shall mean Honeywell International Inc.'s business unit located in Olathe, KS. "Seller" shall mean Aerospace-Olathe. "Customer" shall mean the purchaser of Aerospace-Olathe products or the holder of any rights under a Bendix/King warranty.

2. Availability

Orders received by 3:00 PM Central Time may ship the same day. Orders received after 3:00 PM Central Time will be processed as the next business day's order. Many of the Aerospace-Olathe products are considered stock items and are available for immediate shipment. Situations do arise where material shortages cause lead times to be placed on these items. For Service Parts items, every effort will be made to locate and ship the parts as soon as possible. Honeywell reserves the right to limit order quantities for Service Parts based upon its ability to furnish specific parts. Some Service Parts are considered "large order quantities" by comparison to normal repair usage, especially those ordered for non-business, regional, or general aviation applications. Check product availability online at www.bendixking.com or contact the Customer Sales Support Center.

3. Equipment Manufactured Outside the U.S.A.

Some product listed in this catalog is manufactured outside the U.S.A. This notice should advise you and the ultimate purchaser of this fact. Our packing slips and invoices will show the specific country of manufacture. If you need to verify country of origin prior to importing product, you can view online at www.bendixking.com by selecting International Trade Compliance or let your order representative know when placing your order. No Manufacturer's Affidavits will be issued by Honeywell for these products manufactured outside of the United States.

4. Honeywell Avionics Protection Plan (HAPP)*

This extended warranty plan was designed for both general aviation and business aviation. All units to be covered at time of requested participation must be in good working condition. Participation under this plan becomes effective as of the date specified on the invoice. Aerospace-Olathe reserves the right to refuse service under this plan if the units are not in working condition or if the product has been discontinued or added to Limited Repair. If you have purchased the Honeywell Avionics Protection Plan (HAPP) and your unit status changes to a discontinued product or Limited Repair, we will evaluate the plan and provide necessary adjustments. See the HAPP section for more details.

* HAPP is not offered for Service Parts.

5. Pricing and Delivery

Orders will be priced in the year of confirmed delivery. Except for Service Parts, orders for delivery beyond current year must be revised by Buyer at year end with next year's pricing to ensure delivery in the following year.

Honeywell reserves the right to arrange for partial or drop shipments directly from its supplier's facilities in order to comply with FAA requirements.

Service Parts Pricing Terms:

- ◆ The pricing shown in the Service Parts Price list is as accurate and up-to-date as possible. It supersedes all other pricing information contained in Maintenance/Installation Manuals, service literature and prior price lists.
- ◆ Some items, such as installation kits and accessory parts, are carried on both Service Parts Price list and Equipment Price List. The net price of these items may vary slightly due to a difference in the discount structure.
- ◆ Any part not listed in the price list is considered to be a Special Order Item and price and delivery will be furnished upon request.
- ◆ The prices contained in the Service Parts Price list are for support of Aerospace-Olathe products. Parts used for technological transfer may be priced differently.
- ◆ A \$300.00 minimum order charge per line item, not including transportation costs, will apply to each order.

Special Instructions for Gas Plasma Displays:

Honeywell includes a shipping name and UN identification number on the exterior of packages containing avionics units with gas plasma displays and distributes them as exempt items under the U.S. Nuclear Regulatory Commission (NRC) license number 12-19986-01E. The NRC regulations permit customers in the United States to have and use these exempt sources without obtaining any kind of radio active material permit or license.

International customers are urged to investigate all applicable regulations in their country prior to receiving Gas Plasma Display shipments from Honeywell in order to eliminate any potential inconvenience. Please check with your customs broker or import specialist for country-specific or regional regulations that might impact your ability to import the avionics products containing gas plasma displays.

Honeywell offers one of the following shipping/delivery options for Gas Plasma Displays:

Shipping/Delivery Options:

Service	Advantages	Disadvantages	*Pricing
UPS Supply Chain Solutions – door-to-door service (excluding Canada)	Includes pickup, customs clearance and delivery. Service available to all but 8 countries.	1. Time in transit (5 - 7 days). 2. Radioactive materials (RAM) must be sent separately – cannot be mixed with non-radioactive materials (non-RAM) in same shipment.	May cost 3 to 4 times more than other door-to-door carrier for non-RAM shipments.
FedEx door-to-airport (excluding Canada)	Time-specific freight service, this option may offer the best times and pricing for large customers.	1. Customer must arrange customs clearance and delivery (may be difficult for customer who do not have their own brokers.) 2. Service is only offered to about 30 countries. Within these countries, service is limited to certain airports.	This option is less expensive than other door-to-airport carriers. Prices do not include charges for customs clearance and delivery.
Canada FedEx door-to-door service	The regular FedEx express service is available to most postal codes within Canada	None	More expensive than other door-to-door services, but extremely reasonable.
Other airport-to-airport options: airlines and FedEx	None	This option should be a last resort for customers	Most expensive option.

***Note:** Shipping prices vary depending on country, region and weight.

6. Submission of Purchase Orders

See General Terms

Complete Customer Care Center Addresses:

Street Address: Honeywell International Inc.
Aerospace-Olathe
23500 W. 105th Street
Mail Drop #45
Olathe, KS 66061-1950 Fax: 913-712-1335

Mailing Address: Honeywell International Inc.
Aerospace-Olathe
PO Box 52170
Mail Drop #45
Olathe, KS 66061-1950 Fax: 913-712-1335

7. Return Policy and Return Material Authorization (RMA)

See General Terms

8. Repairs and Exchanges – Offerings Subject to Availability*

An exchange bank of Products is available to Buyer through the Seller. The term “SERVICEABLE EXCHANGE” is now used in lieu of “OHC”. Serviceable Exchange units will contain the highest required modification status as applicable.

Overhauls can be performed on select equipment. Contact the Repair & Overhaul department for scheduling and pricing.

All repair costs and exchange prices are subject to change without notice.

To qualify as a viable core for the exchange order, units received must be in repairable condition, contain Honeywell or authorized vendor parts, be free of customer damage and must be a like unit (same model and part number as shipped).

The dash numbers in the Bendix/King part number designate unit “flavor”. This designation is for options available on each unit. Make sure to order the correct Bendix/King part number.

Some units have part numbers, serial number, and modification level exclusions. Please refer to the listing for these items.

Seller reserves the right to withdraw Products from or add Products to the exchange bank at any time.

During 2008 Aerospace-Olathe will be transitioning the management of Exchange Program units and Loaner/Rental units to Honeywell’s Worldwide Exchange/Rental program. Information and details are forthcoming.

*This program does not apply to Service Parts.

9. Products Warranty Period

WARRANTY – Effective January 1, 2008 for the equipment described herein.

The terms of warranty provided hereunder are according to the catalog Conditions of Sale, Article 8, except the following warranty periods are applicable to the Product lines identified below and are provided in lieu of the warranty period shown in Article 8, paragraph 3 of the Conditions of Sale:

NEW PRODUCTS:

- Bendix/King Product Line, including GA EGPWS, IHAS, TCAS I and Moving Map Systems – Two (2) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.
- AFIS, Flight Management Systems, BA EGPWS, MFRD and CAS 66/67 TCAS II/ACAS – Three (3) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.

REPAIRED EQUIPMENT:

- Bendix/King Product Line, including Crown and Silver Crown, GA EGPWS, IHAS, TCAS I, and Moving Map Systems – Three (3) months from date of shipment from the Seller.
- Bendix/King Product Line, including Gold Crown, AFIS, Flight Information Systems, BA EGPWS, MFRD and CAS 66/67 TCASII/ACAS – One (1) year Limited Warranty from date of shipment from the Seller. Limited warranty covers the parts and the labor of the specific repair. It does not cover the repair of the entire unit.

SERVICE PARTS:

- Twelve (12) months from the date of shipment from Seller and shall be administered in accordance with Seller’s Service Parts Warranty Program.

10. Service Parts – Special Terms and Conditions

10.1 System Numbers

Many installation and mod kits once available are no longer available in kit form. Aerospace-Olathe has adopted a systems technique to provide component material, eliminating the need to research installation manuals in order to identify needed parts. These items may be ordered using the system part number or the available individual parts. The special System Number Section provides the material and price that will be received when ordering a part number classified as a “system” or as an aid in the selection of the individual pieces.

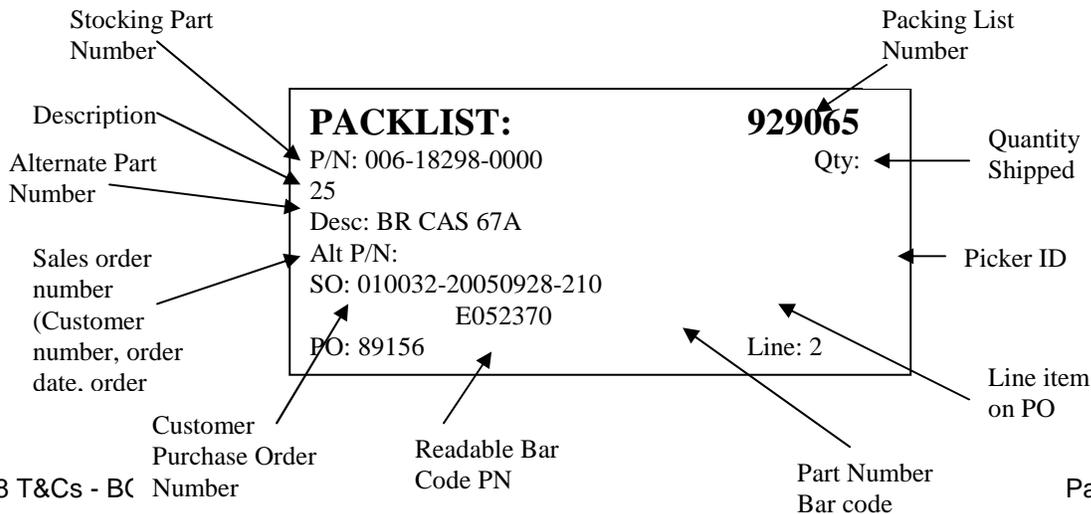
10.2 Part Descriptions

Following is a detailed explanation of the remarks used in the description/special information column:

RXX-XXXXX-XXXX	Indicates the part number is replaced (superseded) by another part number. The expected result is that every Honeywell design application calling for the old part will be able to use the replaced by part as a drop in replacement with no additional instruction required. If a part is used more than once in an application, one location may be changed and it will perform equally well with the old part at other locations in the application. It is also expected the alignment procedure, any other bench test or return to service testing will be performed in the same manner with the new part installed as with the old part installed. This is not an industry replace by but a Honeywell design application replace by. The replace by is not necessarily the same part but is expected to perform the same function in the Honeywell design application for which it is approved.
Factory Item Only	An item which is unusable as a field repair item. One which requires specialized factory equipment or techniques to be usable. As a general rule, order next higher assembly or return the LRU to the factory for repair or exchange.
See Equip List	The part number shown represents an entire unit or piece of equipment; pricing is shown in equipment price listing.
Not Available	Items Aerospace-Olathe is unable to supply and no suitable replacement is available.
RFQ	Request for Quote item. Contact factory for price and availability.
Conditional Repl (Conditional Replacement)	Items for which a suitable replacement part or kit can be determined by checking the appropriate Service Memo for the particular equipment type in which the part was used. This information is also listed in the Conditional Replacement section of this Catalog.
No Charge Item	Items furnished free of charge such as Brochures.

10.3 Pick Ticket for Customer Order

All computer-processed orders will have a pick ticket, similar to the example provided below, attached to the parts for identification purposes.



10.4 Maximum Order Quantities

Certain parts have a MAXIMUM order quantity. Orders for quantities larger than the stated maximum order quantity will be held by the Complete Customer Care Center representative until the order has been reviewed. Before approval, consideration will be given to availability and lead-time. Order quantity limits serve to protect the inventory from a stock out, which may be impossible to recover from, due to vendor discontinuance, tooling no longer available, etc. This policy is necessary to assure the continued support of parts needed in the repair of Aerospace-Olathe equipment.

HONEYWELL INTERNATIONAL INC.
CAGE 55284
Aerospace - South Bend
South Bend, IN

1. Communication and Order Placement

All terms and conditions of the Catalog Conditions of Sale apply to purchases from Honeywell International Inc. – Aerospace–South Bend.

Order by part number, keyword and in standard package quantities. End user and ultimate destination are required for all orders.

We accept orders in Spec 2000 Chapter 3 format. Please call for information on setting up an account.

During the ninety (90) day period prior to effectivity of new prices, order quantities will be limited to twenty-five (25%) percent of the quantity ordered during the twelve (12) months prior to announcement.

Order from the most convenient Product Support Center.

Honeywell International Inc.
Aerospace-Phoenix (Deer Valley)
Complete Customer Care Center
21111 N. 19th Ave.
Mail Stop 2H24A4
Phoenix, Arizona 85029-2708
SITA Code: PHXHWCR
Email: GCC-ALS@honeywell.com

(Cage 55284)

Main Number: (602) 365-3099 **Phone lines are open 24 hours a day / 7 days a week**
Toll Free: (800) 601-3099
Facsimile: (602) 822-7272

AOG: Direct Dial: (602) 365-3099 **(24 hours a day)**
Toll Free: (800) 601-3099
Facsimile: (602) 822-7272

Shipping: Freight charges and freight surcharges may apply. All requests for airfreight shipments will be at the Buyer's expense.

Payments: Domestic Buyer payments are to be remitted in US dollars to any of the following, and International Buyers are to be remitted in US dollars only to the wire transfer account.

Regular Mail

Honeywell International Inc
21380 Network Place
Chicago, IL 60673-1213

Overnight Mail

JP Morgan Chase
525 W. Monroe St.
8th Floor Mailroom
Chicago, IL 60661
Attn: Lockbox 21380, Honeywell

Wire Transfer

JP Morgan Chase
c/o Honeywell International Inc.
1 Bank One Plaza
Chicago, IL 60670
ABA #021000021
SWIFT CHASUS33
Account #658554399

(b) **European Spare Parts Store**

HONEYWELL DC AMS SPL HANGAR 14
HONEYWELL DC HANGAR 14/SPLVR
HANGAR 14 SCHIPHOL EAST
ZIP CODE: 1117 ZL
AMSTERDAM SCHIPHOL AIRPORT
THE NETHERLANDS

E-MAIL: Honeywell.edc@honeywell.com
Telephone: 31/20/648/2269
31/6/519/235/52 (during non business hours)
FAX: 31/20/648/2299
32/2/723.5993 (during non business hours)

Delivery: Exworks, Amsterdam (Incoterms 2000)
Invoices: Issued by and payable to Honeywell

2. Deliveries

All material listed in this Catalog, except as set forth below, are shelf stock items as defined in the World Airline and Supplier Guide. Material in stock will be shipped within fifteen (15) days after receipt of a purchase order. The lead times and prices contained herein are based upon product support commitments to aircraft manufacturers for those Buyers who use Honeywell wheels, brakes and replacement parts, installed and maintained in accordance with the Component Maintenance Manuals. Honeywell reserves the right to quote actual manufacturing lead times and applicable prices for all other requirements.

PARTS

LEAD TIME 15 days for most shelf stock
 150 days for unusual requirement

Material will be invoiced at the Catalog price in effect at time of order placement. Orders specifying delivery beyond fifteen (15) days ARO will be invoiced at the Catalog price in effect at time of scheduled delivery.

Unusual requirements will be shipped starting 150 days ARO with scheduled monthly delivery thereafter. Material will be invoiced at the price in effect at time of scheduled delivery. Canceled orders are subject to termination charges.

NORMAL REQUIREMENTS FOR LINE REPLACEABLE UNITS (LRU) AND WHEEL HALVES

LEAD TIME 15 days for shelf stock

Shelf stock will be shipped within fifteen (15) days ARO when procured in historically normal overhaul/maintenance usage quantities. Material will be invoiced at the Catalog price in effect at time of order placement. Orders specifying delivery beyond fifteen (15) days ARO will be invoiced at the Catalog price in effect at time of scheduled delivery. For deliveries short of lead time, please review the expedited order process in General Terms.

UNUSUAL REQUIREMENTS (INCLUDING PROVISIONING) FOR LRUs AND WHEEL HALVES

This category includes wheel and brake provisioning units for new aircraft, revised route structures, retrofit and newly purchased used aircraft.

LEAD TIME - Five (5) months for wheel and brake provisioning units used on Aircraft in production
 Twelve (12) months for wheel and brake provisioning units used on Aircraft not in production

Wheel and brake provisioning units for aircraft in production will be shipped starting five (5) months ARO. Orders placed between 1 October 2007 and 30 June 2008 for deliveries prior to 31 December 2008, will be invoiced at prices in this Catalog. Scheduled deliveries beyond 2008 will be invoiced at the Catalog price in effect at time of scheduled delivery.

Wheel and brake provisioning units for aircraft not in production will be shipped starting twelve (12) months ARO. Orders placed between 1 October 2007 and 31 December 2007 for deliveries prior to 31 December 2008, will be invoiced at the prices in this Catalog. Scheduled deliveries beyond 2007 will be invoiced at the Catalog price in effect at time of scheduled delivery.

Buyer rescheduled deliveries beyond 2008 are subject to price adjustment to the Catalog price at the time of rescheduled delivery.

3. Material Buy-Back

See General Terms

4. Purchase Order Cancellation

See General Terms

5. Expedites

See General Terms

6. Error in Shipment

See General Terms

7. Quotations - Spare Parts Price and Delivery

See General Terms

8. Returned Material

See General Terms

9. Carbon Refurbishment

Honeywell offers Heat Stack Exchange Programs to the Buyers of our carbon brakes which provide the Buyer a discount off the Catalog price of a new heat sink. Honeywell will ship, at its discretion, either a new or refurbished heat sink within ten (10) working days after receipt of a Purchase Order for a replacement heat sink. In exchange, the Buyer will deliver, freight prepaid, the same quantity of worn heat sinks as on the Purchase Order to the location designated by Honeywell at the time of the return within thirty (30) calendar days of the Purchase Order date. Honeywell will invoice the Buyer for the full price of replacement heat sinks when the returned heat sinks are not received within thirty (30) days.

Risk of loss of all worn heat sinks shall remain with the Buyer until delivery to the Honeywell designated refurbishment location. Honeywell will transport the replacement heat sink to the Buyer's preferred location.

A copy of the order for the exchange heat stacks is requested to be faxed directly to the Kansas City Product Support Center or European Spare Parts Store.

Kansas City Product Support Center

FAX: (816) 231-2775

European Spare Parts Store

FAX: 31/20/648/2299

For further information on carbon refurbishment programs, contact:

Honeywell International Inc.
Customer Service Coordinator
3520 Westmoor Street
South Bend IN 46628-1373

Phone: (574) 231-2769 or Fax: (574) 231-2780

Please complete and include a copy of the Heat Sink Return Data Form with the worn carbon sent for refurbishment.

Honeywell

HEAT SINK RETURN DATA FORM

Customer Name: _____

Customer Address: _____

Person to Contact: _____

Heat Sink	Removal Date	Aircraft Model	Brake S/N	P.O. / RAN	Number of Landings	Wear Pin Measurement	Reason for Removal
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature: _____

Date: _____

Attention: Honeywell International Inc.
Customer Service Coordinator
3520 Westmoor
South Bend, IN 46628

Phone: (574) 231-2769

Fax: (574) 231-2785

10. Repair and Overhaul Facilities

SITE INFORMATION	TELEPHONE	FAX
Aerospace-Allentown 964 Postal Road Allentown, Pennsylvania 18109	610-231-1800	610-231-1840
Aerospace-Houston (Air Center Blvd) 16580 Air Center Boulevard Suite 400 Houston, Texas 77032	281-821-1021	281-821-2931
Aerospace-Kingman 4805 Mohave Airport Drive Kingman, Arizona 86401	928-692-0121	928-692-0161
LONDON 1 Forest Road Feltham, Middlesex, TW13 7WB United Kingdom	44-(0)20-8917-3700 Use (0) in England	44-(0)20-8917-3701 Use (0) in England
Aerospace-Memphis 5780 E. Shelby Drive Suite 104 Memphis, Tennessee 38141	901 433-1880	901 433-1889
SHANGHAI CEA AlliedSignal Aircraft Wheels and Brakes Repair & Overhaul Co., Ltd. Shanghai (CEASA) Long Hua Airport Building #24 Shanghai, PRC 200232	8621-6457-6786	8621-6457-5629
SUBIC BAY, PHILLIPINES Honeywell CEASA (Subic Bay) Company, Inc. Building 1A-2 Subic Techno Center Subic Techno Park Along Argonaut Highway Boton Area, SBFZ 2222 Phillipines	63-47-2525651	63-47-2525655

CERTIFICATION NUMBERS

<u>SITE</u>	<u>ISO 9002</u>	<u>FAA FAR 145</u>	<u>EASA 145</u>	<u>CAAC</u>	<u>CCAR 145</u>
Allentown, Pennsylvania	06744-2004-AQ-HOU-ANAB, Rev 3	A3LD207J	EASA.145.4122		
Houston, Texas	06744-2004-AQ-HOU-ANAB, Rev 3	04HR949Y	EASA.145.5404		
Kingman, Arizona	06744-2004-AQ-HOU-ANAB, Rev 3	A3L3207J	EASA.145.5104		
London, United Kingdom	06744-2004-AQ-HOU-ANAB, Rev 3	L3NY1200		CAA.00605	
Memphis, Tennessee	06744-2004-AQ-HOU-ANAB, Rev 3	TDMR566X			
Shanghai, China	06744-2004-AQ-HOU-ANAB, Rev 3	D6LY495N			D.2161
Subic Bay, Philippines					

HONEYWELL INTERNATIONAL INC.
CAGE 55939
Aerospace - Phoenix (formerly Bell Rd, Glendale)
Phoenix, AZ

1. Communication and Order Placement

A. For general inquiries, please contact:

Honeywell
Aerospace - Phoenix (Deer Valley)
Complete Customer Care Center
21111 North 19th Avenue
MS: AZ75-2H24A4
Phoenix, AZ 85027
USA

Telephone: (602) 365-3099
Toll Free (North America) 1-800-601-3099
Fax: (602) 822-7272
Telex: 668-419

B. For Spares orders, please contact the Honeywell Aerospace Complete Customer Care Center at:

Honeywell
Aerospace - Phoenix (Deer Valley)
Complete Customer Care Center
21111 North 19th Avenue
MS: AZ75-2H24A4
Phoenix, AZ 85027

+1-602-365-3099 - Phone
+1-800-601-3099 - Phone Toll Free (North America)

+1-602-822-7272 - Fax
+1-877-484-2980 - Fax Toll Free (North America)

CRC-CES-OMG@Honeywell.com (email)

www.avionicservices.com (web site)

2. Price and Delivery

See General Terms

Notwithstanding anything to the contrary set out in the Catalog Conditions of Sale, delivery terms are EXWORKS (Incoterms 2000), Seller's Facility and are exclusive of applicable federal, state, and local sales, use or other taxes and duties. All such taxes and duties shall be paid by the Buyer. All prices are subject to change without notice.

3. Product Return for Warranty Service

See also General Terms, Returned Material Authorization (RMA)

For Returns or Warranty Service, please contact the appropriate Honeywell Service Center directly, or the Honeywell Aerospace Complete Customer Care Center at:

Honeywell Aerospace
Complete Customer Care Center
21111 North 19th Avenue
MS: AZ75-2H24A4
Phoenix, AZ 85027

+1-602-365-3099 - Phone
+1-800-601-3099 - Phone Toll Free (North America)

+1-602-822-7272 - Fax
+1-877-484-2981 - Fax Toll Free (North America)

CRC-CES-TAG@Honeywell.com (email)

www.avionicservices.com (web site)

The Complete Customer Care Center will advise which Honeywell Service Center the Product should be returned to. All returns should include full details regarding the return to insure that service is provided in the most efficient manner. The following information is required:

1. Nomenclature, model number, part number and serial number
2. Date originally delivered by Honeywell International
3. Date placed in service
4. Date of failure
5. Number of hours in service
6. Specific reason for rejection or return
7. Nature of trouble and cause
8. Aircraft type, serial number, and tail number
9. Symbol and part number of part suspected, if applicable
10. Additional information as may be available and pertinent

4. Product Return for Credit

See also General Terms, Returned Material Authorization (RMA)

5. Technical Publications

A wide range of Technical Publications is available for Honeywell Avionics Products. Customers are encouraged to access technical publications through the Aerospace Technical Publications web site at:

<https://pubs.cas.honeywell.com/>

To place orders directly, please contact the Honeywell Aerospace Complete Customer Care Center at:

Honeywell International Inc.
Complete Customer Care Center
21111 North 19th Avenue
MS: AZ75-2H24A4
Phoenix, AZ 85027

+1-602-365-3099 - Phone
+1-800-601-3099 – Phone Toll Free (North America)

+1-602-822-7272 - Fax

CRC-CES-OMG@Honeywell.com (email)

www.avionicservices.com (web site)

6. Products Warranty Period

WARRANTY – Effective January 1, 2008 for the equipment described herein.

General Aviation and Corporate Operators

The terms of warranty provided hereunder are according to the Aerospace Conditions of Sale, Article 8, except the following warranty periods are applicable to the Aerospace BGA manufactured products and are provided in lieu of the warranty period shown in Article 8, paragraph 3, of the Aerospace Conditions of Sale:

The warranty shall be applicable to those verified defects or failures that may become apparent within eighteen (18) months on gyroscopic Products and twenty-four (24) months on all other Phoenix manufactured Products, after delivery of the Products by the Seller to the Buyer, or within twelve (12) months after final delivery of the Product to the Buyer's customer, whichever of the events first occurs. Notice of the alleged defect or failure shall be given to the Seller by the Buyer, or Buyer's customer, within thirty (30) days after such defect or failure becomes apparent. This warranty will be in effect to the registered owner upon receipt by the Seller of a completed Warranty Application (Form 11709-00).

7. Maintenance Services

A wide range of Maintenance Services is available for Honeywell Avionics Products.

Honeywell Avionics Protection Plan (HAPP)*

- Designed for both general and business aviation, the Honeywell Avionics Protection Plan (HAPP) is an extended warranty program that offers full coverage of your Honeywell avionics. HAPP takes the uncertainty out of avionics repair and maintenance costs.

* formerly referred to as "HSPP" Honeywell Service Protection Plan

Exchange and Rental – for Business Aviation

- The SPEX program provides an extensive EXCHANGE and RENTAL service which complements Honeywell's worldwide network of Support Centers, giving Business operators of Honeywell-equipped aircraft unmatched field support.

Integrated Support Solutions (ISS) – for Regional Airlines

- Integrated Support Solutions (ISS) provides a comprehensive support package that meets the needs of the regional and air transport markets. It incorporates maintenance, logistics and access to spare equipment into a single package and provides operators with what they need, when they need it and where they need it to be.

Operations Support Systems (OSS) – for Regional Airlines

- Operations Support Systems (OSS) is ground-based software for line maintenance and Flight Ops support. It reduces costs and improves operational performance.

Maintenance Service Agreements (MSA) – for Regional Airlines

- Honeywell offers customized Maintenance Service Agreements (MSA) for Regional Airlines, including Flight Hour and Fixed Rate Repairs.

8. Training Services

Honeywell offers a wide range of Product and systems training services to customers worldwide. For additional information or to discuss your training needs, contact Training Solutions via the web at: <http://www.honeywelltraining.com> or:

For Course Registration contact:

Honeywell International Inc.
Aerospace Training Solutions
Registrar
P.O. Box 29003
Phoenix, AZ 85038-9003

TEL: +1-800-306-7073 (U.S. and Canada) / 1-602-365-2833 (All others)
FAX: +1-800-303-7828 (U.S. and Canada) / 1-602-365-2832 (All others)
E-Mail: training.solutions@honeywell.com

For internet access to the most current course information and our training catalog visit our website at: <http://www.honeywelltraining.com>. Any changes to the schedule and courses are updated immediately.

HONEYWELL INTERNATIONAL INC.
CAGE 56081
Aerospace - Sarasota
Sarasota, FL

1. Communication and Order Placement

Inquiries should be directed to the Honeywell Cabin Management, Systems and Services (CMSS), formerly Baker Electronics, site in Sarasota, FL.

Honeywell CMSS
8323 Lindbergh Ct.
Sarasota, FL 34243

Toll Free: 888 430 6100
Phone: 941 360 6100
Fax: 941 355 9241
E-mail:

General Information - CMSS-info@Honeywell.com
Product/Repair Support - CMSS-Tech-Support@Honeywell.com

Switchboard is open Monday through Friday from 8 am to 5 pm Eastern Daylight Time. For emergencies, Honeywell CMSS Systems Support and repair personnel are available 24 hours a day, seven days a week.

2. Price and Delivery

See General Terms

Prices quoted are EXWORKS (Incoterms 2000), Sellers facility, and are exclusive of applicable federal, state, and local sales, use or other taxes and duties. All such taxes and duties shall be paid by the purchaser. All prices are subject to change without notice.

Payment terms are cash in advance, COD, credit card, or net 30 upon successful credit application and sustained payment history.

Delivery, Direct Shipped Foreign Sales

All orders are automatically shipped via UPS Ground whenever weight and package size meet UPS Ground shipping requirements unless another carrier (e.g., FedEx, RPS, UPS Red Label, UPS Blue Label, etc.) is specifically requested at the time you place your order. If the order is shipped on a carrier of your choice, the order will be sent freight collect and will not be insured unless insurance coverage is specifically requested at the time the order is placed. Freight and insurance are automatically prepaid by Honeywell CMSS on UPS Ground and are added to the invoice. In the event that the specified carrier is on strike or will not pick up, Honeywell CMSS will ship the best way available. For delivery outside the continental United States, please contact a Honeywell CMSS Sales Representative for details. Honeywell CMSS maintains ongoing relationships with many foreign delivery services and can arrange for the rapid delivery of international orders at the customers expense. Buyer is responsible for all costs of transportation (including but not limited to insurance and customs duties) and for any claims to be filed with the carrier.

Title will pass to Buyer when Seller places Product(s) at Buyers disposal at Sellers facility.

3. Product Returns

See General Terms

4. Manuals

Installation Manuals and Service Bulletins are provided upon request.

5. Product Warranty Period

Warranty- Effective January 1, 2008 for the equipment described herein:

The terms of warranty provided hereunder are according to the catalog Conditions of Sale, Article 8, except that the following warranty periods are applicable to the CMSS-Sarasota manufactured Products and are provided in lieu of the warranty period shown in Article 8, paragraph 3 of the Conditions of Sale:

The warranty shall be applicable to those verified defects or failures that may become apparent within twenty-four (24) months after delivery of the Products by the Seller to the Buyer, or within twelve (12) months after final delivery of the product to the Buyers customer, whichever of the events first occurs. Notice of the alleged defect or failure shall be given to the Seller by the Buyer, or Buyers customer, within thirty (30) days after such defect or failure becomes apparent. This warranty will be in effect to the registered owner upon receipt by the Seller of a completed Warranty Application (Form 11709-00).

Contact your Honeywell CMSS Customer Service Representative prior to returning merchandise believed to be defective. Your representative will assist you in returning such merchandise. Special warranties may be granted with respect to defective pixels on LCD products. Honeywell CMSS does not guarantee LCD products to be 100% pixel defect free. Please ask your sales representative for the written policy concerning defective pixels. Verbal warranties with regard to defective pixels are not valid.

Specification and Installation

- Honeywell CMSS will assist the customer with product specification and will offer suggested system specification. This includes providing equipment lists, pin-outs and Honeywell CMSS systems specifications where applicable.
- Honeywell CMSS is not responsible for final system specification. Responsibility for final system specification lies expressly with the customer.
- Honeywell CMSS will assist the customer with any data and/or requests made to Honeywell CMSS's home office.
- Honeywell CMSS will assist the customer with equipment tests if applicable. At Honeywell CMSS's discretion, such assistance may or may not be on site unless specifically agreed upon.
- Honeywell CMSS agrees to train the customer on installation of cabin managements systems. This training may or may not be on the customers site.
- No item purchased from Honeywell CMSS includes the cost of installation, nor does Honeywell CMSS agree to install it. Some products can be installed through contracted agents of Honeywell CMSS.
- Honeywell CMSS does not provide engineering design of its systems.
- Honeywell CMSS does not provide troubleshooting services for aircraft side wiring or the checkout of cockpit or cabin management systems in the aircraft.
- Honeywell CMSS does not provide audio trim settings in its equipment aboard aircraft.
- Honeywell CMSS does not specify type or style of equipment, such as switch panel style.
- Honeywell CMSS can provide design engineering services for cabin management and in-flight entertainment systems. Wire harnesses, installation services and troubleshooting services for non-Honeywell CMSS equipment can also be provided. This should be discussed with your sales representative.

HONEYWELL INTERNATIONAL INC.
CAGE 58960
Aerospace - Phoenix (Deer Valley)
Phoenix, AZ

HONEYWELL INTERNATIONAL INC.
CAGE 97896
Aerospace - Redmond
Redmond, WA

1. Communication and Order Placement

Inquiries should be directed to the appropriate Honeywell Aerospace organization according to the part number's supplier cage code location identified in the price list.

Honeywell International Inc.
Aerospace-Phoenix (Deer Valley)
Complete Customer Care Center
21111 N. 19th Ave.
Mail Stop 2H24A4
Phoenix, Arizona 85029-2708
SITA Code: PHXHWCR
Email: crc-ces-omg@honeywell.com

(Cage 58960)
LRU's & Service Parts

Phone lines are open 24 hours a day / 7 days a week

Main Number: (602) 365-6099
Toll Free: (800) 601-3099
Facsimile: (602) 822-7272

AOG: Direct Dial: (602) 365-3099 (24 hours a day)
Toll Free: (800) 601-3099
Facsimile: (602) 822-7272

Honeywell International Inc.
Aerospace - Redmond
Complete Customer Care Center
15001 N.E. 36th Street
Mail Stop L3D
Redmond, Washington U.S.A. 98073-9701
SITA Code: SEASSCR
Website: www.AvionicsZone.com
Telephone: (425) 885-8719
Facsimile: (425) 885-8988

(Cage 97896)
LRU's only

AOG: (425) 885-3715 (24 hours a day)

2. Price Policy

See General Terms

3. AOG Support

See also General Terms, Expedites

An AOG Lease Program is offered as a way to ensure aircraft equipped with Honeywell Aerospace products are returned promptly to service. This program is available both during and after the warranty period. It is not intended to serve as the primary source for spares. Airlines are still required to spare adequately to support their fleet and operating requirements.

Contact Honeywell's [Complete Customer Care Center](#) for details about this program.

As an alternative to AOG Leasing, Honeywell also offers an Avionics LRU Exchange program called AL/Ex™. Similar to the AOG Lease Program, AL/Ex™ is designed to serve as a backup to your primary maintenance support system, providing quick access to a common spare equipment pool.

Details of the AL/Ex program can be found at: www.AvionicServices.com/ALEX

4. Product Returns

See also General Terms, Return Materials Authorization (RMA)

To return a product for warranty or other reasons, contact one of the following locations for return authorization based on the origin of the part number:

Honeywell International Inc.
Aerospace-Phoenix (Deer Valley)
Complete Customer Care Center
21111 N. 19th Ave.
Mail Stop 2H24A4
Phoenix, Arizona 85029-2708
SITA Code: PHXHWCR
Email: crc-ces-omg@honeywell.com

(Cage 58960)
LRU's
Service Parts for 58960 & 97896

Honeywell International Inc.
Aerospace-Redmond
[Complete Customer Care Center](#)
15001 N.E. 36th Street
Mail Stop L3D
Redmond, Washington U.S.A. 98073-9701
SITA Code: SEASSCR
Telephone: (425) 885-8719
Facsimile: (425) 885-8988

(Cage 97896)
LRU's

5. Maintenance Manuals

Reasonable quantities of Maintenance and Overhaul Manuals are provided at no charge with the purchase of associated products within specific guidelines or as specified by applicable product support agreements. Customers are encouraged to access maintenance manuals through the Aerospace Technical Publications web site <https://pubs.cas.honeywell.com/>

Requirements for these manuals should be included with the product purchase order or by separate request that references the product purchase order number. Include the quantity of each manual required, to whom they should be shipped and email addresses where applicable for electronic data submissions. In addition,

requests should include requirements for manual revision service and product service bulletins, including quantity required and "ship to" information. Ultimate destination and end use is required for all technical documentation requests.

Full information on Maintenance Manuals, including pricing and availability is contained in the Technical Publications available through the Aerospace Technical Publications web site <https://pubs.cas.honeywell.com/>.

6. Product Warranty Period

Prices contained in this catalog are based on the warranty period stated in this Section. Extended warranties are available and priced upon request. Customers purchasing parts at the prices in this catalog are hereby accepting the standard warranty period stated in this Section in lieu of the warranty period stated in any Original Equipment Manufacturer's (OEM) Product Support Agreement.

Airline New Equipment Warranty:

One Year

Unless otherwise noted below, standard warranty for all Honeywell Aerospace products is one (1) year from date of shipment from Honeywell to purchaser, but in no event to exceed eighteen (18) months from date of shipment from Honeywell to an OEM, whichever first occurs. Examples include:

Components
Flight Data and Cockpit Voice Recorder Accessories
Installation Hardware
Modules
Portable Data Loader
Subassemblies
Testers and Ground Support Equipment
Any other product not specifically identified below

Three Years

For the products listed, warranty is three (3) years from date of shipment from Honeywell to purchaser, but in no event to exceed forty-two (42) months from the date of shipment from Honeywell to an OEM, whichever first occurs.

ACARS CMU	FDAMS
Accelerometers	Flight Controls
ADF Antenna	Flight Management Systems
AIMS	HF Radio Systems
Airborne Data Loaders	HT9100 Navigation Systems
CAS-81 TCAS	Inertial Reference Systems
Cockpit Printers	MIDU
CVR Microphones	Mode S Transponders
CVR Control Panels	Multi-Function Radar Display (MFRD)
CVR Microphone Monitors	RDR-4B Radar
Data Management Units	RDR-4000 Radar
Displays	SATCOM Systems
EGPWS	TRA 45A Terrain Display

Five Years

For the products listed, warranty is five (5) years from the date of shipment from Honeywell to the purchaser:

Quantum Line Radios (excluding Antenna)	RTA-83A/B VHF Radios
Solid State Flight Data Recorder (SSFDR)	Solid State Recorder Upgrade Kits
Solid State Cockpit Voice Recorder (SSCVR)	TPA-100 TCAS Processor

7. Test Equipment

Honeywell offers a variety of Test Equipment solutions and services to meet in-house support requirements for Honeywell products. Such test equipment and services are available to owners and operators of aircraft equipped with Honeywell products. Honeywell provides:

- Automatic Test Sets
- Manual Test Sets
- Line Testers
- Test Software
- Ground Equipment Manuals
- Software Maintenance Agreements
- Spare Parts

Where indicated, JcAir is the authorized manufacturer for Air Transport Test Equipment products. Requests for price and delivery should be addressed as follows:

Aeroflex JcAIR Test Systems

400 New Century Parkway
New Century
KS 66031
Telephone: (913) 764-2452

For further information on Test Equipment or related products, please contact your local Marketing representative.

8. Maintenance Services

Customized Maintenance Services

Cost-effective maintenance solutions are available through [Honeywell Support Centers](#) and include:

- Quality repairs resulting in improved reliability,
- Factory approved and traceable replacement parts, and
- Customized maintenance programs such as Fixed-Price-per-Flight-Hour; Flat Rate Repairs and Volume Discounts on Time and Materials.

9. Database and Information Services

Honeywell offers information-based services to airline customers for a variety of applications in the following areas:

1) Navigation Data Base Update Service

The Honeywell Flight Management System (FMS) uses electronic navigation data in computations to provide automatic guidance for aircraft and electronic map displays for the flight crew. Honeywell offers a choice of Navigation Data Base (NavDB) Update Service options as follows:

a) Airlines may contract directly with Honeywell for the NavDB Update Service with a choice of the "ARINC 424" source data supplier from which Honeywell acquires data to create NavDBs in support of the service. Regardless of the source data supplier selected by the customer, Honeywell processes and formats the data to work correctly with the FMS installed on the customer's aircraft.

For questions regarding FMS NavDB Update Service, please contact Honeywell via the web at:

www.honeywellaes.com/navdb. To sign up for service send your request to ais.account.services@honeywell.com and an Account Management Representative will contact you.

2) Weather Information Network (WINN)

Honeywell is introducing a graphical weather uplink subscription service to provide global weather data and other safety related information to the flight crew. Coupled with carry-on or onboard display device, WINN enhances the pilot's situational awareness of potential threats to safety of flight by displaying near real-time weather information in the cockpit and at the SOC, anywhere in the world.

3) Global Data Center

Honeywell's **Global Data Center (GDC)** located in Redmond, Washington, provides ACARS host processing, flight support services, secure data collection, value-added formatting, data analysis, and electronic dissemination of aircraft operational data to customers worldwide. The GDC is the largest datalink-processing center in the world, providing a full suite of ACARS datalink host processing services to more than 2,900 commercial, business, and military aircraft worldwide. Honeywell also provides on-site systems consulting and implementation services

Questions regarding any of these products or services should be directed to your local Marketing Representative.

10. Training Delivery Services

Honeywell offers a wide range of product-training services to customers worldwide. Training is provided through **Training Solutions**, headquartered in Phoenix, Arizona with satellite locations in Redmond, Washington and Olathe, Kansas. For additional information or to discuss your training needs, contact **Training Solutions** via the web at www.Honeywelltraining.com or at the following telephone numbers:

Honeywell Training Solutions

1944 E. Sky Harbor Circle
Phoenix, Arizona 85034
TEL: (602) 365-2833
FAX: (602) 365-2832
Email: Training.Solutions@honeywell.com

For Internet access to the most current course information and our training schedule, visit our website at www.honeywelltraining.com.

All changes to our schedule and courses are updated immediately on our website. The Course Registrar and Training Manager may be contacted using this WWW site. In addition, on-line course registration is available.

11. Support for Third Party Training / Equipment Providers

The Honeywell Aerospace Training Solutions team is focused on providing solutions and support to training providers and simulator and training device manufacturers.

Honeywell's experienced pilots, engineers and instructors assist in train-the-trainer programs, support entry-into-service needs, and answer product and training questions. Simulation-experienced engineers help integrate Honeywell training products to facilitate getting training devices into service. Our Training Solutions organization also offers system solutions for both training providers and flight training device manufacturers.

Training Provider Industry

Support of the training provider industry includes assistance in development of curriculum and classroom materials. Training Solutions courseware development resources include component and system subject matter experts, pilot and maintenance manuals, interactive computer based training modules, and other resources to support classroom-training.

Flight Training Device Manufacturers

Honeywell engineering services and support are available to developers and manufacturers of simulators and training devices.

Honeywell licenses selected software and documentation to support equipment integration or simulation in simulators and training devices. Licenses for systems and subsystems are provided to full flight simulator

and training device manufacturers. Licenses are generally not offered directly to airlines, operators, training academies or training providers. However, the device manufacturer has the opportunity of sublicensing the device as part of the license agreement. For selected products, software simulations using aircraft executable code are available, contributing to high fidelity, robust training equipment while reducing development cost and risk. All software and data licenses are governed exclusively by Honeywell's applicable license terms and conditions.

For additional information, fees, or to discuss your special training needs, contact either your Honeywell Customer Engineering Representative or direct inquiries to:

Training Solutions Marketing Manager

Honeywell Aerospace
21111 N. 19th Ave
Phoenix, AZ 85027
AZ75-2H24A4
TEL: (602) 436-6878
FAX: (602) 436-3165

12. BFE Purchases for Boeing Platforms

The Boeing Company has recently changed their policy affecting BFE products that are received ahead of the Boeing on-dock requirements. While Honeywell will continue to work and Communicate with Boeing about BFE shipments, to avoid any confusion; Honeywell will ship according to the following policy:

- a) Honeywell will ship in accordance with Buyer's purchase order(s) instructions, per the applicable (BFE) agreements (if any), independently of and without regard to any Boeing BFE on-dock requirements that may exist between the Buyer and Boeing.
- b) It is the Buyer's responsibility to make sure that their shipping requirements are consistent with the Boeing on-dock requirements for the Honeywell BFE equipment.
- c) Buyer must provide the Boeing airplane line, serial number and effectively number(s) applicable to each BFE product in their purchase orders(s). This is primarily needed to satisfy Honeywell warranty and product traceability requirements and to facilitate coordination with Boeing.
- d) If Buyer prefers, Honeywell can ship the BFE products under order to any Buyer owned or 3rd party facility of their choice where the equipment can be received, stored and distributed at Buyer's direction in advance of the Boeing BFE on-dock requirements. However, Honeywell shall not be responsible for any of the costs and/or liabilities associated with those independent services. Honeywell's Terms and Conditions apply with respect to title/insurance transfer (FOB factory)

13. Airbus RFC Requirements

Airbus may require that a Request for Change (RFC) be submitted to receive a specific equipment configuration on new aircraft. Please check with your Airbus representative to determine if an RFC must be submitted for the Honeywell equipment being ordered.

HONEYWELL INTERNATIONAL INC.
CAGE 72914
Aerospace - Urbana (State Route 55)
(Grimes Aerospace)
Urbana, Ohio

1. Communication and Order Placement

The following identifies order administrative aspects pertaining to the catalog.

CAGE 07068

Aviall Services Inc. (for Aerospace-Urbana parts)

Aviall Services Inc. serves as the master distributor for spare product(s) contained in the catalog for Honeywell Aerospace-Urbana (State Route 55) listed under supplier cage code 07068. To place a spares order for Honeywell Aerospace products with Aviall Services Inc., please contact:

Aviall Services Inc.
2750 Regent Blvd.
Dallas, Texas 75261-9048
TEL: (972)-586-1590

For customers with pre-existing order arrangements prior to the transition to Aviall as distributor:

Customer Support Service is available twenty-four (24) hours a day, seven (7) days a week.

During normal business hours, call the spares and repairs phone numbers below.
Outside normal business hours, call (800) 788-5118 or (937) 484-2300.

SPARES

TEL: Inside US (937) 484-2300
 Inside US (800) 788-5118
 Outside US (937) 484-2300

REPAIRS

TEL: Inside US: (937) 484-2200
 Inside US: (800) 788-5288
 Outside US: (937) 484-2200
 Fax: (937) 484-2079
 Repair Station ID FQSR015K

TECHNICAL SUPPORT

EMAIL: grimes.techsupport@honeywell.com

Technical Support is also available on our website

TECHNICAL PUBLICATIONS

WEB Site: <https://pubs.cas.honeywell.com/>

Electronic Communication:

SITA: DAYFLCR
FAX: 937-484-2101
Email urbana.ebiz@honeywell.com
WEB Site: www.honeywellaes.com/lighting/index.jsp or
 www.grimesaero.com

Normal business hours are 8:00 a.m. - 5:00 p.m. EST

Please contact us at:

Honeywell International Inc.
Aerospace-Urbana (State Route 55)
(Grimes Aerospace)
Customer Support Center
550 Route 55
Urbana, Ohio 43078 USA

2. Expedites

See General Terms

3. Pricing

See General Terms

4. Quotations – Spare Parts Price and Delivery

Our Customer Support Center will, upon request, promptly quote price and delivery for items not listed in this catalog. All non-stock item price quotes will be subject to a final price review at the time of order placement. All prices quoted remain firm for 30 days from date of quote. All orders are shipped **EXWORKS, Seller's facility (Incoterms 2000)**.

5. Lead Times

See General Terms

“Standard” Lead Time - Reorder lead times for spare parts which have been recommended as initial provisioning, or which have been ordered two (2) or more times in the previous twelve month period, will have a lead time of either fifteen (15) or thirty (30) days. These items are considered planned stock items.

“Replenishment” Lead Times - It has been our experience that the unpredictable rate of demand for some items makes it nearly impossible to ship within the published standard lead times. In the event actual demand for an item exceeds our forecaster demand, we are providing a “replenishment” lead time. Every effort will be made to ship within the published standard lead time. The replenishment lead-time is provided for informational purposes only.

6. Requests for Credits

See General Terms

Your Honeywell Customer Service Representative can advise you of credit terms. Should you need to open an account immediately, please send the following information:

Complete the Application for Credit.

Fax the completed application to: (937) 484-2080

Or Mail the application to:

Honeywell International Inc.
Aerospace-Urbana (State Route 55)
(Grimes Aerospace)
Customer Support Center
Attn: Credit Department
550 Route 55
Urbana, Ohio 43078 USA

Within one working day, a Honeywell Credit Representative will contact you about your line of credit. If you would like to know the status of your account at anytime, please call our Credit Department at (937) 484-2092.

7. Returned Material Authorization

See General Terms

If for any reason you are not 100% satisfied with your Honeywell Aerospace parts, please contact us immediately.

Step 1: Phone 800-788-5118 or (937) 484-2300

Step 2: Be prepared to answer the following questions:

Part Number	Quantity of Return
Customer Name	Original Purchase Order #
Contact Name	Return Purchase Order #
Reason for Return	Estimated Ship Date

Step 3: Customer Support will provide you with a Return Material Authorization number for immediate replacement.

Step 4: Pack unit(s) as required and ship to:

Honeywell International Inc.
Aerospace-Urbana (State Route 55)
[Customer Support Center](#)
Attn: Customer Service
550 Route 55
Urbana, OH 43078 USA

FYI: While your unit is in transit to our facility, and based on the information you provided in Step #2, we will prepare our personnel to respond as soon as the part arrives.

8. Return of Defective Honeywell Part

If for any reason you are not 100% satisfied with your Honeywell Aerospace parts, please contact us immediately.

Step 1: Phone 800-788-5118 or (937) 484-2300

Step 2: Be prepared to answer the following questions:

Part Number.	Quantity of Return
Customer Name.	Original Purchase Order #
Contact Name.	Return Purchase Order #
Reason for Return.	Estimated Ship Date

Step 3: Customer Support will provide you with a Return Material Authorization number for immediate replacement. Fill out a Return Authorization Form and include it in your return package to Honeywell.

Step 4: Pack unit(s) as required and ship to:

Honeywell International Inc.
Aerospace-Urbana (State Route 55)
Customer Support Center
Attn: Customer Service
550 Route 55
Urbana, OH 43078 USA

FYI: While your unit is in transit to our facility, and based on the information you provided in Step #2, we will prepare our personnel to respond as soon as the part arrives.

9. Support Offices and Manufacturing Facilities

Honeywell International Inc.	Honeywell International Inc.
	Aerospace-Urbana
	Customer Support Center
	550 Route 55
Aerospace-Urbana (State Route 55) (Grimes Aerospace) Lighting Products Headquarters 550 State Route 55 Urbana, OH 43078 U.S.A. TEL: (937) 484-2000 FAX: (937) 484-2001	Urbana, Ohio 43078 U.S.A TEL: Inside US: (800) 788-5118 Outside US: (937) 484-2300 FAX: (937) 484-2079 SITA: DAYFLCR

HONEYWELL INTERNATIONAL INC.
CAGE 7X000
Aerospace - Phoenix (Sky Harbor)
Phoenix, AZ

1. Communication and Order Placement

Honeywell Aerospace Complete Customer Care Center
Sales, Support and Technical Referral Information
24 hours a day, 7 days a week, 365 days a year

Domestic	800-601-3099
International	602-365-3099
Fax	602-365-3343
Email address	cogemailmsscuspctr@honeywell.com
Website	www.honeywell.com/esource

Honeywell's eSource Website provides Order Management and Product information 24 X 7 through the following self-service tools. eSource is free to customers and on-line registration for access is available on the eSource homepage.

- **Catalogs and Pricing**
- **Purchase Order Status**
- **Shipping Information and Carrier Details**
- **Repair Order Status**
- **Repair Shop Locations and Capabilities**
- **Technical Publications**
- **And much more...**

The following are mail addresses for Cage Code 7X000:

Street Address:	Mailing Address	Receiving Address: (Domestic)	Receiving Address: (Canadian/International)
1944 E. Sky Harbor Circle Phoenix, Arizona 85034	P.O. Box 52170 Phoenix, Arizona 85072-2170	1944 E. Sky Harbor Cir. Phoenix, Arizona 85072-2170	1944 E. Sky Harbor Circle Phoenix, Arizona 85034 USA C/O Arizona Customs Broker

Electronic Communication should be addressed to:

EDI via SPEC2000 or ANSI X-12:	PHXASXD
FAX:	602-365-3343
TLX:	187109

2. Purchase Order Acceptance and Acknowledgment

Honeywell International Inc. - Aerospace Phoenix (Sky Harbor) (hereinafter termed "Seller") accepts orders in the following formats:

ATA-200 Chapter 6 and Spec 2000 - Order Forwarding

Acknowledgment with appropriate S1 message within 24 hours of acceptance of, or change to, an order

Acknowledgment with appropriate message within 10 days of acceptance of, or change to, an order

For further information regarding Spec 2000, please call Seller's EDI Support Representative at **602-365-3361**.

Seller reserves the right to supply alternate or superseding Products in all cases where design changes, parts availability or product improvement necessitates such substitution. Prices of superseding part numbers may vary.

3. Certificate of Conformance

See General Terms

4. Lead Time

See General Terms

5. Pricing

See General Terms

6. Purchase Order Cancellation

See General Terms

7. Submission of Purchase Orders

See General Terms

8. Returned Material Authorization (RMA)

See General Terms

9. Quotations - Spare Parts Price and Delivery

See General Terms

Please contact us at quote.cog@honeywell.com to request quotations.

10. Expedites

See General Terms

11. APU & Engine Rental Services

See General Terms

12. Credit Holds/Limits

See General Terms

13. Air Transport & Regional (ATR) Authorized Repair Centers

Mr. Volckert Teding Van Berkhout
Strategic Partnerships
AAR GROUP INTERNATIONAL
Kruisweg 705
P.O. Box 52
2130 AB Hoofddorp
The Netherlands
Telephone: **31 20 6552213**
Fax: 31 20 6532270
*Pneumatic, Fluid Power and Environmental
control Products*

Mr. Colin Fairclough
V.P. Sales & Customer Support
TRIUMPH AIR REPAIR
4010 South 43rd Place
Phoenix, AZ 85040-2022
Telephone: **(602) 470-7203**
Fax (602) 437-1889
*CAPU Series, 131-9B/9D, 331-200, 331-250,,
36-100/150, 36-300, 36-280, 700 Series,
660 and 85 Series Engines*

Mr. Daniel Leshem
Sales & Business Development Executive
ISRAEL AIRCRAFT INDUSTRIES, LTD. (IAI)
Bede Aviation Group
Components Division
Accessories Overhaul Plant Dept. 1204
Ben Gurion International Airport
70100 ISRAEL
Telephone: **23 456 7899**
*CAPU Series, 131-9B/9D, 331-200, 331-250,
36-100/150, 36-300, 26-280, 700 Series,
660 and 85 Series Engines*

Mr. Carlos Roberto Fernandes Pereira
Engineering & Maintenance Director
VARIG, S.A. (Viacao Aerea Rio-Grandense)
Rua 18 de Novembro, 800
Porto Alegre/RS 90240-040, Brazil
Telephone: **55-21-206-8592**
Fax: 55-21-253-2044
CAPU 85 Series 129/129H Engines

Mr. Michael Benson-Oliver
H&S AVIATION LTD.
Airport Service Road
Portsmouth, Hampshire
PO3 5PJ, England
Telephone: **44-2392304000**
Fax: 44-2392304020
GTCP331-200/250 Engines

Mr. Dean Hall
Director, APU Services
PIEDMONT AVIATION COMPONENT SERVICES LLC
1031 E Mountain Street
Kernersville, NC 27105
Telephone: **(336) 776-6300**
Fax: **(336) 776-6301**
*CAPU Series, 331-200, 331-250, 36-100/150,
36-300, 36-280, 700 Series, 600 and
85 Series Engines*

14. Air Transport & Regional (ATR) Licensed Vendors (Ground Support Equipment)

Honeywell International

Ground Support Solutions
717 N. Bendix Dr.
South Bend IN, 46628, USA
Email: gse@honeywell.com
Web: www.honeywell.com/gse
Phone: 866-810-8944
Int'l: 574-231-3987
Fax: 574-231-3961

Axxiflex

Stedenbaan 15
5121 DP Rijen
Postbus 157
5120 AD Rijen
The Netherlands
axxiflex@axxiflex.com
+31-161-244-770
Fax: +31-161-244-777

JeTool

305 S. Fourth Street
P.O. Box 186
Chesaning, Michigan
48616 USA
Becky Henning
mailbox@jetool.com
989-845-2070
Fax: 989-845-2073

15. Air Transport & Regional (ATR) Licensed Component Repair Facilities

Mr. Paul Erdmann
President

ACE PRECISION MACHINING CORP.

W146 N5714 Enterprise Avenue
Menomonee Falls, WI 53051
Telephone: **(262) 252-4003**
Fax: (262) 252-4974
*CAPU Series, 331-200, 331-250, 36-100/150,
36-300, 36-280, 700 Series 660 and 85 Series
Component Piece Parts*

Mr. Ed Autuori
President

GLOBAL TURBINE COMPONENT TECHNOLOGIES, LLC

519 Nutmeg Rd. North
South Windsor, CT 06074
Telephone: **(860) 528-4722**
Fax: (860) 528-0827
ALF502/LF507 Component Piece Parts

Mr. Roger Bloomfield

Vice President/General Manager

CHROMALLOY ARIZONA

5161 West Polk Street
Phoenix, AZ 85043
Telephone: **(602) 272-1768**
Fax: (602) 233-3347
*CAPU Series, 331-200, 331-250, 36-100/150,
36-300, 36-280, 700 Series, 660 and 85 Series
Component Piece Parts.*

Mr. Giovanni Tricarico, Repair Station
Manager

JEAN GALLAY S.A.

108, Chemin du Pont-du-Centenaire
CH-1228 Plan-les-Ouates/GE
Geneva, Switzerland
Telephone: **41-22-794-7766**
Fax: 41-22-794-8061
ALF502/LF507 Component Piece Parts

Mr. Carl Schoolcraft

GE ENGINE SERVICES-TRI REMANUFACTURING

3390 East Locust Street
Terre Haute, IN 47803
Telephone: **(812) 234-5889**
Fax: (812) 234-5654
*CAPU Series, 331-200, 331-250, 36-100/150,
36-300, 36-280, 700 Series, 660 and 85 Series
Component Piece Parts.*

Mr. Roger Smith

Director Operations & Marketing

OHLINGER INDUSTRIES, INC.

1211 West Melinda Lane
Phoenix, AZ 85027
Telephone: **(602) 285-0911**
Fax: (602) 581-1239
*CAPU Series, 331-200, 331-250, 36-100/150,
36-300, 36-280, 700 Series, 660 and 85
Series
Component Piece Parts*

16. Authorized / Licensed Vendors and Distributors (Spare Parts)

CAGE 07068

**Aviall Services, Inc. (for certain Phoenix (Sky Harbor) parts)
Dallas, TX**

Pneumatic and environmental control spare units and detail parts for the following aircraft are supported by our authorized distributor, Aviall:

DC-8/-9/-10, MD-80/90/11, B707/727

Fokker, ATR and Dehavilland

Please contact Aviall for any spare parts requirements for these aircraft.

The prices reflected in this Catalog are suggested Honeywell prices. Please contact Aviall directly to confirm price and availability.

**Aviall Services, Inc.
Sales and Customer Service**

Telephone	Within North America	(800) 284-2551
	Outside North America	(972) 586-1000
Fax	Within North America	(800) 329-2842
	Outside North America	(972) 586-1980
AOG After Hours Service	Within North America	(800) AVIALL9
	Outside North America	(972) 586-1566

Mailing Address:

P. O. Box 619048
Dallas, TX 75261-9048

Visit www.aviall.com for pricing and part availability.

CAGE 1RWE9

**Triumph Aftermarket Services Division (for certain Phoenix (Sky Harbor) parts)
Phoenix, AZ**

Honeywell has licensed Triumph Group, Inc. to distribute spare parts for the GTCP660 APU used on B747-100/200/300 aircraft.

Please contact Triumph directly for any spare parts requirements for these aircraft.

Prices applicable to the 660 equipment published in this Catalog are controlled and maintained by Triumph Group, Inc.

**Triumph Aftermarket Services Division
Sales and Customer Service**

Telephone	602-470-7226
FAX	602-470-7214
After-Hours Service AOG	602-470-7226
Electronic Communication	SITA/SPEC2000 Address: 1RWE9

Street and Mailing Address:

4246 E. Wood Street
Suite 350
Phoenix, AZ 85040

Seller's commitment to support can be readily measured in the inventory of new as well as exchange parts and components distributed throughout the world.

This worldwide support concept is achieved through our Seller-owned network.

This network of facilities which will honor all pricing, terms and conditions outlined within these documents, is as follows:

Honeywell

United States

Honeywell Aerospace Complete Customer Care Center

1944 E. Sky Harbor Circle

Phoenix, AX 85034

Telephone: (800) 601-3099

International: (602) 365-3099

FAX: (602) 365-3343

ATF3, TPE331, TFE731, AFL502L, APU

Singapore

Honeywell Singapore (Pte) Ltd.

161 Gul Circle

Jurong Industrial Estate

Singapore 2262

Republic of Singapore

Telephone: (65) 6-8614533

Telex: 25399 GARETSN

FAX: (65) 861-2359

TPE331, APU

Germany

Honeywell Aerospace GmbH

65479 Raunheim

Frankfurter-Strasse 41-65

Germany

Telephone: 49-6142-4050

Telex: 4182134 GART D

FAX: 49-6142-405239

TPE331, TFE731, APU

England

Honeywell UK Ltd. – The Luton Facility

Engine Repair & Overhaul

65 President Way

London Luton Airport

Luton, Bedfordshire LU29NB

United Kingdom

Telephone: 44-1582-393800

FAX: 44-1582-487581

ALF502L, APU

Landmark Aviation

*** Augusta, Georgia**

Bush Field Airport

1550 Hangar Road

Augusta, Georgia 30906-9684

Telephone: (800) 891-8889

FAX: (706) 793-8371

TPE331, TFE731, APU

*** Houston, Texas**

Houston Intercontinental Airport

17250 Chanutte Road

Houston, Texas 77205

Telephone: (800) 877-5411

FAX: (281) 233-4181

ATF3, TPE331, TFE731, APU

*** Los Angeles, California**

Los Angeles International Airport

6201 West Imperial Highway

Los Angeles, California 90045

Telephone: (800) 942-7738

FAX: (310) 568-3790

ATF3, TPE331, TFE731, APU

*** Springfield, Illinois**

2 North Airport Drive

Springfield, Illinois 62707

Telephone: (800) 731-7371

Fax: (217) 544-8911

ATF3, TPE331, TFE731, APU

* Honeywell Authorized Service Centers

17. Exchange Program

An exchange bank of Products is available to Buyer through the Seller-owned network of facilities. All exchange prices indicated in the section, except T&M (Time & Material) items, include labor and test charges plus normal parts required in the repair/overhaul of the returned core. Occasionally, high-value parts not considered normal replacement parts are required to modify the returned cores to the latest mod standard of the Product provided to Buyer; these parts will require billing in addition to the exchange price. Exchange bank items with the notation T&M in the price column will be billed to Buyer upon completion of the repair of the returned core.

All exchange cores returned must be in a repairable condition. Buyer will be billed for the core charge when the returned core was determined to be non-repairable. If core exchange Product is not received by the applicable Seller facility within 30 days from Buyer's receipt of exchange Product, a core billing will be issued to Buyer. All billings for cores hereunder will be equal to the difference between the current price of a new Product and the exchange billing previously issued. After expiration of the return time limit, acceptance of the exchange core for credit will be the sole option of Seller.

Seller reserves the right to withdraw Products from or add Products to the exchange bank at any time.

18. Standard Repair Program

Refurbishment/Modification

The following pages reflect pricing and turn times for the refurbishment or modifications of components and accessories at Seller Repair facilities.

Estimates

Estimates of price and turn time will be quoted for any units returned and processed on a "maintain integrity" basis, and any listed time and material (T&M) repair. If requested by Buyer, turn time for these components will begin on the date of estimate approval and authorization to proceed with the repair.

Inspection Policy

All turbine engine components sent in for the purpose of repair will be inspected and repaired in accordance with accepted practice and procedures.

We regret we may decline requests for component part inspection for the purposes of air-worthiness certification only. Previous efforts to provide inspections have burdened our repair flow processes. Our primary business is the repair and overhaul of Honeywell turbine engines and component parts. Parts sent in for repair that subsequently are "no fault found" will be returned to the Buyer without further certification at no charge.

We are confident our Buyers will understand our efforts to streamline our process in order to provide prompt component repair at a fair price. We appreciate your business and look forward to being your first choice for factory quality repair and overhaul.

Refurbishment/Modification Standard

The refurbishment or modification of a component will be to the latest modification unless otherwise specified on Buyer's order.

Maintenance Release Tags

A Maintenance Release Tag will accompany each component which has been refurbished or modified by Seller.

HONEYWELL INTERNATIONAL INC.
CAGE F0569
Aerospace - Gennevilliers ("SECAN")
Gennevilliers, FRANCE

1. Communication and Order Placement

The following identifies order administrative aspects pertaining to the catalog.

Please address all orders or inquiries to: **HONEYWELL INTERNATIONAL INC.**
Secan
23, rue du 19 mars 1962
92230 Gennevilliers
FRANCE

Electronic Communication: Fax: 33 (0) 1 47 91 04 79
Quoting/Pricing: ronan.legraet@honeywell.com
Sales Administration: veronique.quichard@honeywell.com

2. Purchase Order Acceptance and Acknowledgment

All terms and conditions of the Catalog Conditions of Sale (Section 11, Below) apply to your purchases from Gennevilliers, France except with respect to warranty period, in which case Section 5 below will apply. Purchase orders may be placed with Secan, France by facsimile, electronic mail.

ORDERS MUST INCLUDE: Order number, part number, date of order, keyword or part description, quantity, ship-to and bill-to address, unit price.

3. Prices

See General Terms

- Where catalog indicates special pricing available, please e-mail or fax a request for Quantity Break Pricing.
- This catalog supersedes all previously published spare parts price catalogs.
- Prices reflected in catalog are list.
- Unit prices will include packaging and labeling, which will generally conform to ATA 300 specifications.
- Unit prices will include EASA Form one.
- Please provide account number for shipping product. Transportation expenses will be added to all invoices unless account numbers are provided.

4. Quotations

See General Terms

Please e-mail requests for quotes to Ronan Le Graët at ronan.legraet@honeywell.com or send via fax to 33 1 47 91 04 79.

5. Returned Material Authorization and Warranty Referrals

Return of parts purchased from Secan, France for warranty or consideration must have an RMA (Return Material Authorization) number on container(s) and accompanying paperwork prior to returning the shipment; an RMA number must be obtained by contacting the repair/warranty department at the numbers below. Return must be submitted to the following address:

Honeywell International Inc. **Sales Administration** Véronique Guichard
Secan +33 1 47 91 04 79 fax or veronique.guichard@honeywell.com
RMA (# provided by Sales Administration)
23, rue du 19 mars 1962
92230 Gennevilliers
France

Please adhere to these guidelines:

SIX (6) MONTHS WARRANTY ON SPARE PARTS

******* NON WARRANTY ITEMS RETURNED RECEIVE A MINIMUM \$300 EVALUATION CHARGE**

Honeywell International Inc. Secan, France **RETURN MATERIAL AUTHORIZATION (RMA) POLICY**

Except for standard repair activity, any return of material to SECAN, Gennevilliers, France must have prior approval or it will not be accepted.

Guidelines for ALL returns:

- 1) **Contact Sales administration for an RMA #**
Phone: 33 1 40 80 58 95 Fax 33 1 47 91 04 79)
e-mail: veronique.guichard@honeywell.com
- 2) **Material, along with the original shipper/invoice and the original EASA form one must be also be returned.**
- 3) **Requests for credit must be submitted within 90 days after receipt of material. Requests received after that date will be for replacement only – not credit.**

Parts ordered in error:

Credit will be issued upon return within 90 days ONLY IF material is still new – not handled, altered, or installed. Return at customer's expense.

Parts shipped in error:

Credit will be issued upon return within 90 days ONLY IF material is still new – not handled, altered, or installed.

Non-conforming Material:

Parts MUST NOT be altered in any way. When parts are altered the warranty is voided and parts can not be returned or repaired under warranty.

All material being returned, that has been procured from Honeywell International Inc. Gennevilliers, France, should be returned to the following address:

Honeywell International Inc.
Secan
23, rue du 19 mars 1962
92230 Gennevilliers
FRANCE

Reminder: Returned shipments without proper documentation and RMA # will be returned at Customer's expense.

PLEASE MAKE SURE YOUR QUALITY DEPT. RECEIVES A COPY OF THIS RMA POLICY

6. Lead Times

See General Terms

Lead times for spare parts in stock will normally not exceed 15 calendar days after receipt of order. Lead times for spare parts which are not in stock, will be based on normal order lead times as published. Provisions have been made to provide end items according to OEM Product Support Agreements where applicable.

7. Expedites

See General Terms

To ensure the correct priority is assigned, we request that you use the exact terminology as underlined above when entering your priority orders. In the "Critical" priority, please be sure to supply the required date. Secan, France will make no priority changes on orders already entered except in response to a specific request from the airline, and then only if the airline quotes one of the terms underlined above. Secan, France will not attempt to interpret any other terminology.

AOG and critical orders for LRU's P/N 11-841193-4 and 69202-300-3 only should be sent to :

SAVE GIE
C/O Thomson CSF Avionics Inc.
3920 Park Avenue
Edison, NEW JERSEY 08820
U.S.A.

8. Purchase Order Cancellation

See General Terms

9. Shipment Errors

See General Terms

10. Minimum Order Policy

See General Terms

11. Catalog Conditions of Sale

Refer to Standard Terms and Conditions of Sale on the following pages.



STANDARD TERMS AND CONDITIONS OF SALE (SOCIETE D'ETUDES ET DE CONSTRUCTIONS AERO-NAVALES)

This document sets forth the Standard Terms and Conditions of Sale for any goods manufactured and supplied, or any services rendered, (hereinafter referred to as individually, or collectively, "Products"), by the SOCIETE D'ETUDES ET DE CONSTRUCTION AERO-NAVALES, 23, rue du 19 mars 1962, 92230 GENNEVILLIERS, France (hereinafter referred to as "SECAN") and sold to the original purchaser thereof (hereinafter referred to as "Buyer"). Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SECAN and Buyer, these Standard Terms and Conditions of Sale establish the rights, obligations and remedies of SECAN and Buyer which apply to this offer and any resulting purchase order or contract (hereinafter referred to as "Order") for the sale of SECAN's Products.

1. GENERAL

These Standard Terms and Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these terms and conditions shall be binding upon SECAN unless in writing and signed by an authorized representative of SECAN. SECAN rejects any additional or inconsistent terms and conditions offered by Buyer at any time, whether or not such terms or conditions materially alter the terms and conditions herein and irrespective of SECAN's acceptance of Buyer's Order for the described goods and services. The terms and conditions of sale for all purchase Orders shall be established solely by these Terms and Conditions of Sale. Except to the extent expressly permitted by the "Orders" clause hereof, all terms and conditions contained in all purchase Orders shall be excluded. SECAN shall not be deemed to have waived any provisions of these Standard Terms and Conditions of Sale by failing to object to provisions that may appear on, be incorporated by reference in, or be attached to any purchase Order. These Standard Terms and Conditions of Sale shall apply to all purchase Orders whether or not referenced in such purchase Orders.

2. APPLICABLE TERMS AND CONDITIONS:

These Terms and Conditions of Sale are contained in SECAN's offer, Order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of SECAN's offer and not a counteroffer and shall create an Order in accordance with these Terms and Conditions, subject to final credit approval by SECAN: (i) Buyer's issuance of a purchase Order document against SECAN's offer, (ii) acknowledgement of Buyer's Order by SECAN, or (iii) commencement of any performance by SECAN pursuant to Buyer's Order.

3. OFFERS:

SECAN is only committed by a firm offer written on Company headed notepaper. The offer is valid for a length of time as specified on each offer. Offers detail the conditions of implementation of the Order and will be referred to in case of a dispute over the interpretation of the Order. Unless stated otherwise, all specific non-recurring costs required in order to complete an Order are to be charged to the Buyer, without ownership of the resulting development passing to the Buyer. The descriptions and illustrations contained in catalogues, price lists and other leaflets or descriptive matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract and no report, representation or statement made by any representative of SECAN, not contained herein, shall be binding on SECAN.

4. PRICE:

All prices are in EUROS, or in any other currency as may be applicable in the SECAN's quote, and are based on delivery EX-WORKS as stated in Paragraph 8 hereinafter. Prices are based on the cost of material and labour rates and of conforming to statutory obligations ruling at the date hereof and if between the date hereof and the date of delivery variations either by rise or fall occur in these costs the prices shall be amended to provide for such variations and any additional sum payable to SECAN by the Buyer in respect of same shall be paid in cash EUROS, or in other currency as may be applicable. Stated prices apply for the year(s) indicated. Prices do not include any charges for services such as transport, preservation packaging, insurance; brokerage fees; sales, use, inventory or excise taxes; customs; import or export duties; special financing fees; value added taxes; income or royalty taxes imposed outside France; consular fees; special permits or licenses; or similar charges imposed upon the production, sale, distribution, or delivery of Products hereunder. Buyer shall either pay any and all such taxes and charges or provide SECAN with acceptable exemption certificates, which obligation shall survive performance under these Terms and Conditions. Prices may be either firm and unchangeable or revisable subject to a formula detailed in the offer, based on these Terms and Conditions of Sale. Prices are established subject to the conditions of the offer and if the Buyer modifies these conditions, we reserve the right to modify the prices. SECAN reserves the right to establish minimum Order sizes and will advise Buyer accordingly. SECAN reserves the right to correct any pricing mistakes that deviate from the pricing set forth in Buyer's purchase Order or any quote as well as to correct any inaccurate invoices or errors in catalogue prices.

5. ORDERS:

Buyer's purchase Orders may specify the Products being ordered with SECAN's Part Number, quoted prices, Order quantities, requested delivery dates, shipping and invoicing addresses. SECAN's acknowledgement of receipt of Order shall not constitute acceptance. SECAN's acceptance shall be limited to these Standard Terms and Conditions of Sale. The Order will only be considered as a firm commitment by SECAN after confirming acceptance of the Order and after payment by the Buyer of advances as may be scheduled in the offer. Any revised and follow-on purchase Orders shall be deemed to be a purchase Order and subject to these Standard Terms and Conditions of Sale.

6. TERMINATION OF ORDER:

Either party may terminate any or all unperformed purchase Orders:

- By giving written notice if the other party materially breaches this purchase Order and fails to remedy the breach within ninety (90) calendar days after the non-breaching party delivers written notice that specifies the grounds for the material breach, except for Buyer's failure to make payment for delivery when, after thirty (30) calendar days of delinquency, Buyer shall be deemed in default and SECAN may terminate without notice.
- Without notice if either party files a petition for bankruptcy, for liquidation or reorganization, makes an assignment for the benefit of creditors, consents to the appointment of a receiver, trustee or other custodian for all or a substantial part of its property, is adjudicated bankrupt, fails to cause to be vacated, set aside or stayed within thirty (30) calendar days any court order appointing a receiver, trustee or other custodian for all or a substantial part of its property or ordering relief against it in any involuntary case of bankruptcy or admits in writing its inability to pay its debts as they mature.

If Buyer suspends business or becomes insolvent, it shall constitute an anticipatory breach of Order by such Buyer for the purpose of any determination of SECAN's rights and remedies at law and under this agreement.

7. FRUSTRATION:

If the Order or any part of it shall become impossible of performance or otherwise frustrated, SECAN shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to the date thereof and for this purpose any moneys previously paid by the Buyer shall be retained by SECAN as against the sum due to SECAN under this provision, any balance to be repaid to the Buyer or as the case may be any deficiency to be paid to SECAN by the Buyer. SECAN may dispose of the Products as it may think fit, due allowance being made to the Buyer for the net proceeds thereof.

8. DELIVERY:

Delivery shall be accomplished EX-WORKS SECAN's facility (as defined by Incoterms 2000). In the event SECAN prepays transportation charges, Buyer shall be obligated to reimburse SECAN upon receipt of an invoice for such charges. SECAN shall use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of the Order or, if no time is specified, within the SECAN's normal lead-time necessary for the SECAN to deliver the Products sold hereunder. Upon prior agreement with Buyer, and for an additional charge, SECAN will deliver the Product on an expedited basis. SECAN will be exempted from all obligations with regard to delivery times:

- In the event of "Force Majeure" as referred to in Paragraph 24 hereinafter, or for any cause or causes (whether similar or not) beyond the reasonable control of SECAN, or
- When information and/or material to be supplied by the Buyer and necessary for SECAN to perform is not received within the time limits specified, or
- When payment by Buyer is not made in accordance with the written terms of these Standard Terms and Conditions of Sale.

Under no account will late delivery be accepted as justification for cancelling an Order nor shall it be a justification by the Buyer to claim for liquidated damages, or otherwise, unless this has been previously negotiated and agreed in writing by the parties. SECAN reserves the right to deliver Products in advance of Buyer's requested or purchase Order schedule.

Risk of loss, damage or destructions of Products shall pass to the Buyer upon delivery of the Products by SECAN at the SECAN EX-WORKS distribution point to the carrier designated and appointed by Buyer or, in the absence of such designation, to the carrier selected by SECAN for shipment to Buyer.

If the despatch of Products is delayed, for whatever reason, but not at the request of SECAN, then the Products will be stored at the expense and risks of the Buyer. These arrangements do not change in any way whatsoever the obligation for the Buyer to pay for the Products.

9. PACKING:

Packing is included in the contract price unless expressly stated otherwise. While very care is taken in packing, SECAN does not undertake any responsibility for damage to packing or Products during transit except as mentioned below.

10. INSPECTION AND ACCEPTANCE:

Buyer shall promptly inspect and accept any Products delivered pursuant to these Standard Terms and Conditions of Sale after receipt of such Products. Claims for damage or shortage in delivery of the Products will only be considered if SECAN receive written notification of such damage within seven (7) days of delivery. In the event the Products do not conform to any applicable specifications, Buyer shall promptly notify SECAN of such non-conformance in writing. SECAN shall have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer shall be deemed to have accepted any Products delivered hereunder and to have waived any such non-conformance in the event such a written notification is not received by SECAN within thirty (30) days after Buyer's receipt of such Products. In the case where damaged Products are to be returned to SECAN, they must be returned in their original preservation packaging.

11. CONDITIONS OF PAYMENT:

All payments shall be made in accordance with the written terms of these Standard Terms and Conditions of Sale. All payments shall be made in Euros, or in any other currency as may be applicable to the Order. SECAN will submit invoices to Buyer upon readiness of Products for shipment. Payments will be due on Products shipped according to standard terms of net thirty (30) days from the date of invoice to accounts meeting SECAN's credit standard with acceptable ratings and/or credit history, without regard to delays for inspection or transportation. Payments shall be made by wire transfer to the "remittor" address and bank account as shown on the front of the invoice. In the event payments are not made in a timely manner, SECAN, may, in addition to all other remedies provided under these Standard Terms and Conditions of Sale or at law, and upon written notice to Buyer, either:

- withhold performance including, but not limited to, future shipments until all delinquent amounts and late interest, if any, are paid,
 - repossess the Products for which payment has not been made,
 - deliver future shipments on a cash-with-Order or cash-in-advance basis even after the delinquency is cured,
 - charge interest, in accordance with French NRE law of 15th May 2001 or any future law, on delinquent amounts at a rate equal to 1,5 times the legal interest rate, plus applicable storage charges and/or inventory carrying charges,
 - recover all costs of collection including, without limitation, reasonable attorney's fees,
 - if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing, or,
 - combine any of the above rights and remedies as may be permitted by applicable law.
- Should Buyer's financial responsibility become unsatisfactory to SECAN in its reasonable discretion and at any time, SECAN may require cash payment or other security. If Buyer fails to meet these requirements, SECAN may discontinue manufacture and/or delivery of Products and treat such failure as reasonable grounds for repudiation of the purchase Order, in which case reasonable cancellation charges shall be due to SECAN. This "Conditions of Payment" clause shall survive the acceptance and complete performance of the purchase Order.

12. SET OFF:



Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are due and payable by or from SECAN to Buyer, which arise out of a different transaction with SECAN, its parents, affiliates, subsidiaries or other divisions or units.

13. RESERVATION OF TITLE:

In accordance with French law, the Products remain the property of SECAN until delivered EX-WORKS and complete payment made by the Buyer whereupon title shall pass wholly to the Buyer.

14. CHANGES:

Buyer may request changes to the design of Products that Buyer has ordered, where the Products to be furnished by SECAN are to be specifically manufactured for Buyer. If any such change causes an increase in cost of and/or in the time required for SECAN's performance hereunder, and/or if such change results in the rework or obsolescence charges, an equitable adjustment shall be made and the Order modified accordingly, provided that SECAN in its reasonable discretion first accepts in writing the request for such changes.

15. LIMITED WARRANTY:

A) Definitions:

- "Non Conformance" shall mean a failure to comply with, or failure to operate due to non compliance with, applicable SECAN drawings or specifications, or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Non Conformance.
- "Products" means new end items, line replaceable units and components thereof, including those returned for exchange.

B) Warranty terms:

SECAN warrants that at time of delivery to Buyer, its Products supplied under any purchase Order, not otherwise warranted per "separate agreement", will comply with applicable SECAN drawings and will be free from defects in workmanship and material. These warranties shall run to the Buyer, its successors and assigns.

The warranty shall be valid for twelve (12) months after delivery of the Products or six (6) months after date of first use, whichever ever occurs first.

In the case of other maker's specialties supplied by SECAN or incorporated in its Products, in place of the warranty stated herein, SECAN will pass on to the Buyer any benefit received by them under guarantee or warranty from the maker.

Buyer must notify SECAN in writing of a Non Conformance within the warranty period and return the Products to its works, at SECAN's designated facility (or elsewhere as SECAN may direct) carriage paid, within thirty (30) days calendar days after such discovery. Said Buyer's notice will contain reasonable proof that the claimed Non Conformance is covered by SECAN's warranty and is subject to confirmation and verification by SECAN.

SECAN's obligation and Buyer's sole remedy under this warranty is repair or replacement, with reasonable promptness, of any Product Non Conformance, provided SECAN confirms existence of said Non Conformance, at SECAN's option. All Products repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. The warranty excludes all compensation and damages, whatsoever, such as cost of dismantling, remounting, loans, and other subsequent expenses.

If SECAN reasonably determines, after analysis of the returned Product, that a Non Conformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges, if any.

SECAN shall not be liable under this warranty if the Product has been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use which is improper or otherwise not in compliance with SECAN's instruction or not envisaged in the associated Product's specification, (2) alteration, modification or repair by anyone other than SECAN or those specifically authorized by SECAN, (3) accident, contamination, foreign object damage, abuse, neglect or negligence after delivery or shipment to Buyer, (4) damage caused by failure of a SECAN supplied Product not under warranty or by any hardware or software not supplied by SECAN, (5) use of counterfeit or replacement parts that are neither manufactured nor approved by SECAN for use in SECAN's manufactured Products, or (6) Products which are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (i.e. lamps, batteries, storage capacitors, etc.).

SECAN has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of SECAN's Product. Upon SECAN's request, Buyer will give SECAN access to these records for substantiating warranty claims.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED; NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON SECAN UNLESS SET FORTH IN WRITING AND SIGNED BY SECAN'S AUTHORIZED REPRESENTATIVE, IN NO EVENT SHALL SECAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS WARRANTY SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERM OF THIS WARRANTY;

Where payment is not made in accordance with our terms as stated in Paragraph 11, SECAN does not accept the application of the warranty terms.

16. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS:

The Buyer recognizes that all rights of industrial ownership either intellectual or other, relating to services, to Products, or other manufacture, belong to SECAN. The contractual relationship between SECAN and the Buyer only allows the Buyer the right to use the Products, and no rights to either modify or reproduce.

17. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT:

Seller will defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Product as delivered by Seller, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Seller at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Seller's expense) for the defense and disposition of the claim. Seller will not be responsible for any compromise or settlement made without Seller's consent.

Seller will have no obligation or liability with respect to: (a) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications, (b) Products used other than for their ordinary purpose, (c) claims of infringement resulting from combining any Product furnished hereunder with

any article not furnished by Seller; or (d) any modification of the Product other than a modification by Seller.

Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller's obligations to Buyer as set forth in this "Indemnity Against Patent and Copyright Infringement" section for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

Because Seller has exclusive control of resolving infringement claims hereunder, in no event will Seller be liable for Buyer's attorney fees or costs.

If a claim is made or Seller believes that a claim is likely, Seller may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing, or (iii) accept return of the Product or terminate Buyer's license to use the infringing Product and grant Buyer a credit for the purchase price or license fee paid for such product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping infringing Products without being in breach of the Order.

Any liability of Seller under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of these Terms and Conditions of Sale. This "Indemnity Against Patent and Copyright Infringement" section states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

18. TRADEMARK:

Buyer agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.

19. SPECIAL TOOLING AND DATA:

SECAN owns all rights and title to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities and tooling, including but not limited to, jigs, dies, fixtures, molds, patterns, taps, gages, test equipment, manufacturing aids and replacement items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from SECAN to Buyer.

20. SOFTWARE: [Reserved]

21. EXPORT:

Unless otherwise specified in the Order, Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. Seller will not be liable to Buyer for any failure to provide goods, services, transfers, or technical data as a result of government actions which impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses, (2) any subsequent interpretation of any applicable import, transfer or export law or regulation, after the date of any Order or commitment, that has a material adverse effect on Seller's performance, or (3) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

22. NON-DISCLOSURE AND NON-USE OF SELLER'S CONFIDENTIAL INFORMATION:

"Confidential Information" means any information, technical data or know-how in whatever form, and marked as being confidential, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which SECAN considers proprietary or confidential. Buyer and its customers, employees and agents shall keep all such Confidential Information confidential for a period of 10 years following the date of disclosure. Neither Buyer, its customers, employees, or agents shall transfer or disclose SECAN's Confidential Information without SECAN's prior written consent, and Buyer agrees that it will not use SECAN's Confidential Information for the manufacture or procurement of Products that are the subject of these Terms and Conditions or any similar products, or cause such products to be manufactured by or procured from any other source, or reproduce the Confidential Information or otherwise appropriate it without SECAN's prior written consent. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Confidential Information or any patent, patent application or other proprietary right of SECAN, notwithstanding the expiration of the confidentiality obligations stated herein. These Standard Terms and Conditions of Sale do not supersede any confidentiality agreement executed between Buyer and SECAN that otherwise applies to Products, technical data or other information delivered in connection with a purchase Order.

23. LIMITATION OF LIABILITY:

23.1 THE PARTIES EACH REPRESENT THEMSELVES TO BE PROFESSIONALS IN THE AEROSPACE INDUSTRY AND CONSIDER THESE TERMS TO BE REASONABLE AND A FAIR ALLOCATION OF RISK BEARING IN MIND THE NATURE OF THIS AGREEMENT AND THE AMOUNT BEING CHARGED BY SELLER.

23.2 IN NO EVENT SHALL SELLER BE LIABLE FOR: A) INDIRECT LOSS; B) LOSS ARISING FROM BUSINESS INTERRUPTION; C) LOSS OF PROFITS; D) LOSS OF REVENUE; E) LOSS OF ANTICIPATED SAVINGS; F) LOSS OF GOODWILL; G) LOSS OF DATA; OR H) LOSS OF OPPORTUNITY.

23.3 SUBJECT TO THE APPLICATION OF THE ABOVE PROVISIONS, SELLER'S LIABILITY FOR LOSSES AND DAMAGES UNDER THIS AGREEMENT IS LIMITED TO THE PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM.

23.4 THE BUYER MAY NOT BRING ANY LEGAL ACTION AGAINST SELLER ON THE GROUNDS OF ITS LIABILITY UNDER THIS AGREEMENT IF THE BUYER HAS NOT SERVED A NOTICE TO THE SELLER WITHIN A 3-MONTH PERIOD FROM WHEN BUYER BECAME AWARE OF THE OCCURRENCE OF THE ORIGINATING EVENT FOR SUCH AN ACTION.

23.5 THE LIABILITY EXCLUSIONS AND LIMITATIONS UNDER THIS CLAUSE ARE ALSO APPLICABLE TO THE SELLER'S LIABILITY UNDER PRODUCT LIABILITY REGULATIONS TO THE EXTENT PERMITTED BY LAW.

23.6 THE BUYER SHALL CO-OPERATE FULLY IN ANY PRODUCT HOLD OR PRODUCT RECALL CAMPAIGN ORGANISED BY THE SELLER AND BUYER SHALL GIVE ALL REASONABLE ASSISTANCE REQUESTED BY THE SELLER IN RECOVERING PRODUCTS WHICH ARE THE SUBJECT OF SUCH A CAMPAIGN AND PREVENTING THEIR SALE TO THIRD PARTIES.

24. EXCUSABLE DELAYS, FORCE MAJEURE OR NON PERFORMANCE:

SECAN shall be excused from delays in delivery and performance of other contractual obligations under these Terms and Conditions caused by acts or omissions that are beyond the control of SECAN, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labour strikes or lockouts, riots, strike, insurrections, civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to SECAN by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery,



payment terms and payments under any letters of credit shall be extended for a period of time equal to the period of delay. The due date of any performance affected by such an event will be extended by the period of time that SECAN is actually delayed. If the inability to perform or the force majeure circumstances extend for six (6) months, SECAN may, at its option, terminate the affected Order without penalty and without being deemed in default or in breach thereof.

25. APPLICABLE LAW AND JURISDICTION:

Buyer and SECAN expressly agree that the construction, interpretation and performance hereof and all transactions hereunder shall be governed by French law. In the absence of other agreement, all disputes will be resolved before the "Tribunal de Commerce" of Nanterre in France, as the only competent authority, even in the event of guarantee and of multiple defendants.

26. GENERAL PROVISIONS:

Assignment. Buyer will not assign any rights nor delegate any obligations under an Order or any portion thereof without the advance written consent of SECAN which consent will not be unreasonably withheld. SECAN may assign an Order in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this section will be void Waiver. Failure of SECAN to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of SECAN to take any action in the future to enforce any provisions hereunder. **Severability.** If any provisions of these Conditions of Sale is determined to be illegal, invalid, or unenforceable by a French court of competent jurisdiction in accordance with the "Applicable Law and Jurisdiction" section of these Conditions of Sale, then the validity and enforceability of the remaining provisions hereunder will not be affected and in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of these Conditions of Sale one or more provisions as similar in terms as may be legal, valid or enforceable under applicable law. **Commercial Use.** Buyer represents and warrants that all Products purchases hereunder will not be used in the performance of a contract, or subcontract, with any government in a manner so as to affect SECAN rights to data, technology, or other intellectual property supplied by SECAN. **Headings.** The various headings in these Standard Terms and Conditions of Sale are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions of Sale, or any revision hereof. **Authorized Representatives.** Every material request, communication, demand and between the parties relating to the performance or administration of an Order, excluding the notices under the "Notices" section clause hereof, shall be made in writing and, if to Buyer, to Buyer's authorized purchasing representative or, if to SECAN, to SECAN's authorized contracts representative. Only a purchasing representative of Buyer and a contracts representative of SECAN with actual express authority shall be authorized to execute an amendment to an Order. **Notices.** All notices required between the parties relating to an Order will be made in writing and will be deemed received when delivered personally either: five (5) calendar days after mailing by certified mail, return receipt requested and postage prepaid, or One (1) calendar day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party. **Survival.** All rights, duties and obligations which by nature should apply beyond the term of an Order including, but not limited to, the "Payment", "Confidentiality", "Limitation of Liability" clauses, will remain in force after the complete performance or termination of any Order. **Order of Precedence.** To the extent of any inconsistencies between these Standard Terms and Conditions of Sale and the Buyer's Orders, these Conditions of Sale shall control.

5. Returned Material Authorization and Warranty Referrals

Return of parts purchased from Honeywell Aerospace Yeovil for warranty or consideration must have an RMA (Return Material Authorization) number on container(s) and accompanying paperwork prior to returning the shipment; an RMA number must be obtained by contacting the repair/warranty department at the numbers below. Return must be submitted to the following address:

Honeywell Aerospace Yeovil
Spares Department
Bunford Lane
Yeovil
Somerset
BA20 2YD
U.K.

Sales Administration – Yeovil Spares
Fax +44 1935 427600 or yeovil.spares@honeywell.com

Please adhere to these guidelines:

SIX (6) MONTHS WARRANTY ON SPARE PARTS
***** **NON WARRANTY ITEMS RETURNED RECEIVE A MINIMUM \$300 EVALUATION CHARGE**

Honeywell Aerospace Yeovil **RETURN MATERIAL AUTHORIZATION (RMA) POLICY**

Except for standard repair activity, any return of material to Honeywell Aerospace Yeovil must have prior approval or it will not be accepted.

Guidelines for ALL returns:

- 1) **Contact Sales administration for delivery address**
Phone: +44 1935 446442 Fax +44 1935 427600
e-mail: yeovil.spares@honeywell.com
- 4) **Material, along with the original shipper/invoice and the original EASA form one must be also be returned.**
- 5) **Requests for credit must be submitted within 90 days after receipt of material. Requests received after that date will be for replacement only – not credit.**

Parts ordered in error:

Credit will be only issued for parts ordered based on Honeywell recommendations and returned within 90 days of the original receipt date for material is that is still new – not handled, altered, or installed. Return costs to be at customer's expense.

Parts shipped in error:

Credit will be issued upon return within 90 days ONLY IF material is still new –not handled, altered, or installed.

Non-conforming Material:

Parts MUST NOT be altered in any way. When parts are altered the warranty is voided and parts can not be returned or repaired under warranty.

All material being returned, that has been procured from Honeywell Aerospace Yeovil, should be returned to the following address:

HONEYWELL AEROSPACE YEOVIL
Bunford Lane
Yeovil
Somerset
BA20 2YD
U.K.

Reminder: Returned shipments without proper documentation will be quarantined

pending customer instructions or returned at Customer's expense.

6. Lead Times

See General Terms

7. Expedites

See General Terms

To ensure the correct priority is assigned, we request that you use the exact terminology as underlined above when entering your priority orders. In the "Critical" priority, please be sure to supply the required date.

8. Purchase Order Cancellation

See General Terms

9. Shipment Errors

See General Terms

10. Minimum Order Policy

See General Terms

11. Catalog Conditions of Sale

Refer to Standard Conditions of Sale on the following pages.

Standard Conditions of Sale

Honeywell Aerospace Yeovil

(Honeywell Aerospace Yeovil ("HAY") is a trading name of Honeywell Aerospace UK)

GENERAL: In these Standard Conditions of Sale the purchaser of the good(s) or service(s) (hereinafter "Goods") from HAY is referred to as "Purchaser". These Standard Conditions of Sale shall be referred to as "Conditions".

The acceptance of any Purchaser's order ("Order") by HAY for Goods includes the acceptance of Conditions and no variation of or addition to the same shall be admissible unless expressly agreed in writing by HAY and signed an authorised representative of HAY.

1. DESCRIPTIONS: The descriptions and illustrations contained in catalogues, price lists and other leaflets or descriptive matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract and no report, representation or statement made by any representative of HAY, not contained herein, shall be binding on HAY.

2. DELIVERY: Delivery shall be accomplished EX-WORKS Yeovil (as defined by INCOTERMS 2000). HAY shall use all reasonable commercial effort to meet the agreed delivery dates but will be exempted from all obligations with regard to delivery times in the event of "Force Majeure" as referred to in Paragraph 16 hereinafter. HAY reserves the right to charge for any special packing, labelling, handling or insurance requested by Purchaser. Lateness in delivery will not constitute grounds for Order cancellation by Purchaser.

3. PACKING: Packing is included in the contract price unless expressly stated otherwise. While every care is taken in packing HAY does not undertake any responsibility for damage to packing or Goods during transit. Unless otherwise specified in the Order packing will be to Retail Trade Pack standard.

4. ACCEPTANCE: Purchaser shall promptly inspect and accept any Goods delivered pursuant to these Conditions after receipt of such Goods.

Claims for damage, non compliance with the Order or shortage in delivery of the Goods will only be considered if HAY receives by recorded delivery formal written notification of such damage within fourteen (14) days of delivery. Purchaser shall be deemed to have accepted any Goods delivered hereunder and to have waived any such non-conformance or damage in the event such a written notification is not received by HAY within terms quoted above. HAY shall have a reasonable opportunity to replace or repair the nonconforming or damaged Goods at its option.

5. PAYMENT:

Payment of invoices should be made to HAY strictly in accordance with the instructions given on the face of the HAY invoice, and payments are to be made in pounds sterling within thirty (30) days from the date of invoice.

In the event payments are not made in a timely manner, HAY may in addition to all other remedies provided at law or in equity, either:

- (1) Declare Purchaser's performance in breach and terminate the Contract for default; or
- (2) Withhold further delivery until delinquent payments are made; or
- (3) Repossess the goods for which payment has not been made; or
- (4) Charge interest at a rate of 1.5% of the delinquent payment per month or the maximum rate permitted by law if lower for each month or part thereof.
- (5) Recover all costs of collection including reasonable attorney's fees; or
- (6) Combine any of the above rights and remedies as is practicable and permitted by law.

Other than by prior written agreement Purchaser is prohibited from setting off any and all monies owed to HAY from any other sums, whether liquidated or not, that are or may be due to the Purchaser, which arise through the performance of these Conditions or out of a different transaction with HAY.

Should Purchaser's financial responsibility become unsatisfactory to HAY in its reasonable discretion and providing formal notice, HAY may amend the payment condition above in order to receive cash payment or other security for Goods.

If Purchaser fails to meet these requirements, HAY may discontinue manufacture and/or delivery of Goods and treat such failure as reasonable grounds for repudiation of the Contract, in which case reasonable cancellation charges shall be due to HAY.

6. RESERVATION OF TITLE: The Goods remain the property of HAY until delivered ex works whereupon title shall pass wholly to the Purchaser.

7. PRICE: All prices are in pounds sterling and are based on delivery EX-WORKS (INCOTERMS 2000) as stated in Paragraph 2 above.

Prices may be either firm and unchangeable or revisable subject to a formula detailed in the offer, or otherwise adjustable. Prices are established subject to the conditions of the offer and if the Purchaser requests modification of these Conditions, HAY reserves the right to modify the prices.

Prices are based on the cost of material rates and wages payable to labour and of conforming to statutory obligations ruling at the date hereof and if between the date hereof and the date of delivery variations either by rise or fall occur in these costs the adjustable prices shall be amended to provide for such variations.

Prices do not include any charges for services such as transport; preservation packaging; insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties and charges; customs; special financing fees; value added taxes; income or royalty taxes imposed outside the United Kingdom; consular fees; special permits; or similar charges imposed upon the production, sale, distribution, or delivery of Goods hereunder. Purchaser shall either pay any and all such taxes and charges or provide HAY with acceptable exemption certificates, which obligation shall survive performance under these Conditions.

8. INSPECTION-ACCEPTANCE: The Goods subject of this Order shall be manufactured and released in accordance with the requirements of any relevant statutory inspection organization and in addition such of the details as are manufactured by HAY shall be inspected and released by HAY under its own system of inspection approved by any appropriate authority and such inspection and release shall constitute acceptance of the Goods.

9. WARRANTY: HAY warrants that at the time of delivery to Purchaser Goods will comply with applicable HAY drawings and will be free from defects in workmanship and material. Purchaser must notify HAY in writing of a claim under this warranty and return the Goods within thirty (30) calendar days after such discovery to HAY's works at Yeovil, Somerset (or elsewhere as HAY may direct), carriage paid. The warranty shall be valid for a period of twelve (12) months from the date of delivery by HAY, or such other period as may be expressly agreed in the Order.

Purchaser's remedy under this warranty is limited to either repair or replacement of Goods at HAY's option.

Warranty Conditions:

HAY shall not be liable for warranty if the Goods have been exposed or subjected to: Any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with HAY's instructions or applicable government regulation; Any alteration, modification or repair by anyone other than HAY or those specifically authorised in writing by HAY; Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Purchaser; or Any damage precipitated by failure of a HAY supplied Goods not under warranty or by any Goods not supplied by HAY; Any use of counterfeit or replacement parts that are neither manufactured nor approved by HAY for use in HAY's manufactured Goods; or Any Goods which are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including but not limited to consumables.

HAY's obligations under this warranty are conditional on Purchaser's obligation to maintain records, which will accurately reflect operating time and maintenance performed on Goods and establish the nature of any unsatisfactory condition of the Goods. Purchaser shall, upon the request of HAY, promptly deliver to HAY copies of such records as necessary to substantiate any warranty claims.

All Goods repaired or replaced under warranty shall be further warranted only for the unexpired portion of the original warranty period.

The risk of loss or damage to all Goods in transit shall be borne by the Party initiating the transportation of such Goods.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HAY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THESE WARRANTIES WILL BE BINDING UPON HAY UNLESS SET FORTH IN WRITING AND SIGNED BY HAY'S AUTHORIZED REPRESENTATIVE.

10. LIMITATION OF LIABILITY: This clause contains restrictions on the HAY's liability and the Purchaser's attention is drawn in particular to the provisions of this clause.

The limitations to liability reflected in this section represent the parties' specific agreement, freely negotiated, as to how risk and liability should be fairly allocated between them.

HAY'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THE SUPPLY OF ANY GOODS FROM HAY TO PURCHASER IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC GOODS THAT GIVES RISE TO THE CLAIM. IN NO EVENT WILL HAY BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

11. **FRUSTRATION:** If this Order or any part of it shall become impossible to perform, or otherwise frustrated, HAY shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to the date thereof and for this purpose any moneys previously paid by the Purchaser shall be retained by HAY as against the sum due to HAY under this provision, any balance to be repaid to the Purchaser or as the case may be any deficiency to be paid to HAY by the Purchaser. HAY may dispose of the Goods as it may think fit, due allowance being made to the Purchaser for the net proceeds thereof or to HAY for the disposal costs thereof.

12. **PROPERTY RIGHTS INCLUDING PATENTS:** The Purchaser recognizes that all rights of industrial property ownership either intellectual or other, relating to Goods, belong to HAY. Unless otherwise agreed in writing, all material, software, data, processes, equipment, facilities and special tooling including, without limitation, jigs, dies, fixtures, moulds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in the manufacture, testing or delivery of Goods shall be and remain the property of HAY. HAY retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished to the Purchaser.

13. **SOFTWARE LICENSE:** In the event that any software (including firmware) or software documentation is provided to Purchaser by HAY in any form whatsoever under this Order and no software license agreement governing the sale has been signed between Purchaser and HAY, Purchaser agrees to accept the terms and conditions stated in this "Software License" clause (the "Software License") effective the date of the first delivery hereunder

HAY shall retain title to all software and software documentation. Subject to the terms and conditions of this Software License, HAY grants to Purchaser a nonexclusive, non-transferable license to use the software or software documentation only:

1. In the course of the normal operation in or with Goods which are installed, or are intended to be installed, on Purchaser's Goods;
2. In the analysis or the formatting of reports using data from Goods; or
3. On Goods or non-HAY Goods that are used by Purchaser to test, maintain, download, or process information compiled by Goods.

Making copies of software or documentation except for one copy for archive purposes is prohibited unless specifically authorized by HAY in writing. If such copying has been authorized, Purchaser will reproduce and include all HAY proprietary and copyright notices and other legends in the same manner that HAY provides such notices and legends, both in and on every copy of licensed software and documentation and in any form.

The Software License and rights granted by HAY to Purchaser hereunder are personal to Purchaser. The licensed software and documentation may not be sub-licensed, transferred, or loaned to any other party without HAY's prior express written consent, except that Purchaser may transfer the licensed software and documentation in conjunction with the resale of the Goods, Purchaser's Goods, or HAY supplied test equipment in which the licensed software and documentation is installed or with which it is used. Such permission to transfer is contingent upon the resale or transfer of Purchaser's agreement to use and protect the confidentiality of the licensed software and documentation under the same or similar terms as those set forth in this Software License. Purchaser will, however, notify HAY in writing of the transfer of the licensed software and documentation.

Purchaser agrees to utilise all licensed software and documentation only as authorized herein. Purchaser may not either itself or with the assistance of others, make modifications to the licensed software and documentation, including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on licensed software and documentation to recover any other operation on licensed software and documentation to recover any portion of the program listing, object code or source code or any information contained therein.

Purchaser agrees to accept and retain licensed software and documentation in confidence. Purchaser agrees to take appropriate action by instruction, agreement or otherwise with Purchaser's employees, or agents or other persons who are permitted access to licensed software and documentation as follows: to inform said employees, agents or other persons who may come into contact with it of the confidential nature of licensed software and documentation; and to satisfy its obligations under this Software License with respect to use, copying, and protection and security of licensed software and documentation.

This Software License is effective as of the date of first delivery hereunder and shall continue until terminated by Purchaser for any reason whatsoever upon thirty (30) calendar days prior written notice to HAY, provided Purchaser ceases using and either returns or destroys HAY software and documentation; or by HAY, if Purchaser does not comply with any of their terms and conditions of this Software License and Purchaser fails to remedy such failure within thirty (30) calendar days after having received notice from HAY of such failure.

Notwithstanding the warranties provided elsewhere herein, Purchaser acknowledges that licensed software and documentation may be Goods, aircraft or sensor specific and, as such, may require reasonable adjustment or refinement to suit Purchaser's specific requirements. Purchaser shall provide reasonable aid to HAY in accomplishing such adjustments and refinements. Such reasonable adjustments or refinements shall commence on the date of delivery and be provided by HAY to Purchaser for a period not to exceed ninety (90) calendar days unless otherwise provided for in writing.

Purchaser agrees that it will not use the licensed software and documentation in the performance of a contract, or subcontract, with any government in a manner so as to affect HAY rights to licensed software and documentation. If Purchaser desires to use the licensed software or documentation in the performance of a contract or subcontract with a government, prior to such use, Purchaser shall consult with HAY as to the procedures and use of restrictive markings required to protect the ownership interest of HAY.

This license and sale is subject to the laws and regulations, and other administrative acts, now or hereinafter in effect, of the United Kingdom and other governments and their departments and agencies relative to the exportation and/or re-exportation of licensed software and documentation. Purchaser acknowledges that it will be responsible for compliance as necessary with such laws, regulations and administrative acts.

HAY agrees to use reasonable efforts to secure any licenses or permits as may now or hereafter be required by the Governments of the UK or the USA in connection with the performance of HAY's obligations under this Agreement, but this will not be deemed to require any performance on the part of HAY which cannot lawfully be done pursuant to the laws, regulations and acts referred to above.

14. **INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT:** HAY will defend the Purchaser against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Goods as delivered by HAY, and indemnify for any final judgment assessed against Purchaser resulting from such suit provided that Purchaser notifies HAY at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at HAY's expense) for the defence and disposition of the claim. HAY will not be responsible for any compromise or settlement made without HAY's consent.

HAY will have no obligation or liability with respect to: (a) Goods provided pursuant to Purchaser's designs, drawings or manufacturing specifications; (b) Goods used other than for their ordinary purpose; (c) claims of infringement resulting from combining any Goods furnished hereunder with any article not furnished by HAY; or (d) any modification of Goods other than a modification by HAY.

Further, Purchaser agrees to indemnify and defend HAY to the same extent and subject to the same restrictions set forth in HAY's obligations to Purchaser as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any suit against HAY based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

Because HAY has exclusive control of resolving infringement claims hereunder, in no event will HAY be liable for Purchaser's attorney fees or costs.

If a claim is made or if HAY believes that a claim is likely, HAY may, at its option, and at its expense, (i) procure for Purchaser the right to continue using the Goods; (ii) replace or modify the Goods so that it becomes non-infringing; or (iii) accept return of the Goods or terminate Purchaser's license to use the infringing Goods and grant Purchaser a credit for the purchase price or license fee paid for such Goods, less a reasonable depreciation for use, damage, and obsolescence. Further, HAY may cease shipping infringing Goods without being in breach of this Agreement.

Any liability of HAY under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of Conditions.

This "Indemnities Against Patent and Copyright Infringement" section states the Parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or

implied are hereby disclaimed.

If any goods to be supplied by HAY are to be in accordance with the Purchaser's specifications or instructions the Purchaser will indemnify HAY against all damages, penalties, costs and expenses to which HAY may become liable or which HAY may incur through complying with any such specifications or instructions, involving an infringement of Patent, Registered Design or Trade Mark.

15. EXPORT: Unless otherwise specified in the Order, Purchaser shall be responsible for obtaining any required export and / or import licenses.

16. NON-DISCLOSURE AND NON-USE OF HAY'S CONFIDENTIAL INFORMATION: Unless otherwise agreed in a separate confidentiality undertaking signed by HAY and Purchaser which shall be incorporated in Conditions by this reference the following confidentiality undertaking by Purchaser shall apply.

"Confidential Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which HAY considers proprietary or confidential. Purchaser and its customers, employees and agents shall keep all such Confidential Information confidential for a period of 10 years following the date of disclosure. Neither Purchaser, its customers, employees, or agents shall transfer or disclose HAY's Confidential Information without HAY's prior written consent, and Purchaser agrees that it will not use HAY's Confidential Information for the manufacture or procurement of goods that are the subject of these Standard Conditions of Sale or any similar goods, or cause such goods to be manufactured by or procured from any other source, or reproduce the Confidential Information or otherwise appropriate it without HAY prior written consent. No right or license is granted hereby to Purchaser or its customers, employees or agents, expressly or by implication, with respect to the Confidential Information or any patent, patent application or other proprietary right of HAY, notwithstanding the expiration of the confidentiality obligations stated herein.

17. FORCE MAJEURE: HAY shall be excused from delays in delivery and performance of other contractual obligations under these Conditions caused by acts or omissions that are beyond the control of HAY, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labour strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to HAY by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit shall be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, HAY may, at its option, terminate the Order without penalty and without being deemed in default or in breach thereof.

18. LEGAL INTERPRETATION and JURISDICTION: The Order will be deemed to be made in England and shall be governed and construed for all purposes and in all respects in accordance with English law and the Courts of England shall have exclusive jurisdiction to hear all disputes arising in connection with the Order.

HAY and Purchaser expressly agree to exclude from this Order the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

19. ASSIGNMENT: Neither Party shall assign any rights nor delegate any obligations under this Order or any portion thereof without the advance, written consent of the other Party, which consent shall not be unreasonably withheld.

Any attempt to assign or delegate in violation of this clause shall be void. Notwithstanding the forgoing, HAY may assign this Order in the event of a merger, consolidation or reorganisation, or in connection with a sale of all or substantially all of the assets of the business of HAY to which this Order relates.

20. WAIVER: Failure by either Party to assert any of its rights under this Order shall not be deemed a waiver of such rights, nor shall any waiver be implied from the acceptance of any payment or service.

No waiver of any right shall extend to or affect any other right a Party may possess or to any subsequent similar or dissimilar event.

21. NOTICES: All notices required under this Order shall be in writing and shall be deemed received when delivered personally either: Five (5) calendar days after mailing by registered mail, return receipt requested and postage prepaid; or one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party.

22. ORDER OF PRECEDENCE: To the extent of any inconsistencies between these Terms and Conditions of Sale and the Purchaser's Orders, these Terms and Conditions shall control.

23. HEALTH AND SAFETY AT WORK: Purchaser undertakes to HAY to take the following and all other necessary and proper steps to ensure that, so far as is reasonably practicable, any Goods supplied under the Order which will be used at work will be safe and without risk to health when properly used: (i) Regularly and properly to test, inspect and maintain the goods;

(ii) To disseminate to the persons using the Goods adequate detailed information regarding their proper and safe use;

(iii) Where applicable, properly to install, erect, store and house the Goods; and

(iv) To appoint at any given time a sufficient number of persons to operate or use the Goods.

This undertaking is given by Purchaser to HAY in pursuance of Section 6(8) of the Health and Safety at Work etc Act 1974 and any provision that may replace or amend the same.

24. AUTHORISED REPRESENTATIVES:

Every material request, communication or demand between the Parties relating to the performance or administration of this Order, excluding notices under the "Notices" clause hereof, shall be made in writing and, if to Purchaser, to Purchaser's authorised purchasing representative or, if to HAY, to HAY's authorized contracts representative. Only a purchasing representative of Purchaser and contracts representative of HAY with actual express authority shall be authorized to execute an amendment to this Order.

Honeywell Aerospace UK is a partnership of Honeywell UK Ltd at Honeywell House, Arlington Business Park, Bracknell, Berkshire, RG12 1EB, England, and Honeywell Aerospace BV at Laarderhoogtweg 18, 1101 EA Amsterdam, Netherlands.