

Honeywell

Sold To:
 Honeywell, S.L.
 c/ Josefa Valcarcel 24
 28027 MADRID
 Spain

Purchase order

Number	Version	Date
4400478818	0	14-JAN-2010

Honeywell's Purchase Order number and line item number must appear on all invoices, shipping documents and notices, bills of lading, and all correspondence related to this order. Unless prohibited by law or otherwise indicated on the face of this Purchase Order, all Payment terms shall commence from the date upon which both (i) a correct invoice is received at the specified "Bill to - mailing" address and in accordance with the Net terms of payment indicated below subject to Honeywell's normally scheduled twice monthly payment runs and (ii) all goods and/or services are received in conformance with the Purchase Order.

Vendor Address:

Azbil Europe NV
 Yamatake Europe N.V
 Bosdellestraat 120/2
 B-1933 ZAVENTEM
 Belgium

Your Vendor Number with us: 2001950

Tel: 3227850710

Bill To - mailing address:

Honeywell SL
 C/ Josefa Valcarcel, 24
 28027 MADRID
 Spain

Ship to:

Cotton South SL
 Ctra Benalua A Fonelas Km 3
 18515 FONELAS
 Spain

Honeywell Contact:

Buyer: Name: Garrido, Alberto
 Tel: +34 (0) 9131 36250
 Fax: +34 (0) 9131 36130
 Email: alberto.garrido@honeywell.com

Accts Payable: Tel: +34 91 313 61 00
 Email: ACSPSmallroom@honeywell.com

Terms of payment : Pay immediately; due net
Currency : EUR
Terms of delivery : DDP(Delivered Duty Paid) /Destino

Item	Material/Description	Quantity	UoM	Unit Price	Net Amount	TAX
10	MGG18D-025C41KM1AHA-1X-Y	1,00	EA	1.388,20 / EA	1.388,20	Y
	Delivery Date:	14-JAN-2010				
20	MGG14C-MB4A-1B1X-YA	1,00	EA	1,00 / EA	1,00	Y
	Delivery Date:	14-JAN-2010				
Total net value excl. tax					EUR	1.389,20

Approved by: Garrido, Alberto

Honeywell S.L.
 Josefa Valcárcel, 24
 28027 Madrid,
 España
 Tel: +34 91 313 61 00
 Fax: +34 91 313 61 30

Registro Mercantil de Madrid, Tomo 5499, libro 0, folio 29, sección
 8ª, hoja M-90003, inscripción 89
 C.I.F.: B-28154334

TERMS AND CONDITIONS

1. ORDER ACCEPTANCE

The Order will be accepted:

- a) Tacitly when the execution of the order starts
- b) Expressly when the supplier sends the acknowledgement of receipt.

2. DELIVERY

2.1. Delivery Terms established in the order will be considered accepted by the supplier at the same time as the order acceptance.

2.2. It will not be acceptable any deliver out of the date (apart for force majeure) unless it were due to any reason already informed and approved by Honeywell prior to it. Any deliver out of date will cause either the annulment of the order and reimbursement of the amounts already paid in advance, or the repercussion of all the penalties imposed to Honeywell, S.L. due to this delay. In both cases the damages caused by this delay will be demanded to the supplier.

2.3. HONEYWELL S.L. will not, in any case, accept and will not be responsible for any material that were receipt without a "delivery note" including the proper purchase order number DRAWINGS

3. DRAWINGS

3.1. The property of any drawings delivered by HONEYWELL S.L. will remain of his own and will only allow the supplier to use it for manufacture with the aim of the order delivered.

3.2. It can't be transferred to third parties without the HONEYWELL S.L. written consent and will always give them back at any time HONEYWELL S.L. will ask for it, and, at any event, at the end of the deliver of the order.

3.3. HONEYWELL S.L. will remain all the legal actions that will correspond related to the bad use of the drawings, against these conditions, as well as for the matrix, tools manufactured by them.

4. INSPECTION

4.1. HONEYWELL S.L., will remain the right to inspect the place of execution of the order, the procedure and the materials used for the manufacture.

4.2. The order can be cancelled if the defects detected during the manufacturing, and communicated by written at that time were not solved, and for that reason, the material could be rejected at the reception

5. QUALITY AND RECEPTION CONTROL

5.1. HONEYWELL S.L., remains the right to inspect the goods in his own dependences once it is delivered. Every delivery that were not compliant with the quantity (units or weight) and the quality expressed in the order, will be rejected, and notified to the supplier. During the FIFTEEN DAYS after the notification date, the goods will be available in our warehouse at the supplier disposal at his own risk.

5.2. In any event, the partial defective deliveries will not invalidate the other parts of the same delivery that were correct in our opinion after the revision.

6. PRICES

6.1. The prices will be those stated in the purchase order. Any modification shall be approved expressly by HONEYWELL S.L.

6.2. The prices are understood for the goods delivered to our warehouse.

7. ORDERS WITHOUT PRICE

7.1. In the event that orders were issued without a price, the supplier shall notify them as well as the order acceptance. The authorisation of the prices by HONEYWELL S.L., will be required to fill in the purchase order.

8. INVOICING

8.1. The invoices can be issued for partial deliveries of the material of a unique order, if the partial delivery has been previously approved, but it is not allowed to issue one invoice including several purchase orders.

8.2. The invoices shall be issued in three copies and will necessary include:

- The purchase order number.
- Número y fecha del albarán con que se remitió el material.
- The number and date of the original delivery note.
- The payment due date.

8.3. In any event, Honeywell will have the invoice as maximum FIVE DAYS AFTER THE DELIVERY OF THE GOODS OR EXECUTION OF THE SERVICE.

9. PAYMENT

9.1. Payment shall be done:

By FACTORING 120 days from the date of receiving the invoice, the 15th day of each month, and the payment will be done on the nearest day to the due date.

9.2. The payment will be subject to the compliance of general and particular conditions mentioned in the purchase order.

10. WARRANTY

10.1. The supplier warranties ONE YEAR for every manufacturing defect of the materials delivered, as well as for those delivered with less quality than agreed.

10.2. During this period, within TWENTY DAYS after the receipt of our demand by registered post, the supplier is forced to repair or substitute the faulty materials for free.

10.3. After de twenty day period we will repair or substitute the faulty materials at the expense of the supplier.

11. LIABILITY

11.1. The acceptance of this order by the supplier commits himself to comply with all the general and particular conditions, being responsible for all the damages arisen by the breach.

11.2. The supplier will remain by his own risk every third party claim (patent, brand...) arisen due to the delivered material.

11.3. In the event the supplier will subcontract all or part of the order, the liability will be sole and exclusive of the supplier that receives the purchase order.

12. JURISDICTION

In case of litigation, it will be held at Madrid Courts, and not at any other court.