These terms and conditions of sale (“Terms and Conditions”) are effective on May 1, 2022 and supersede all previous publications covering (“Honeywell”, “Seller”), “we”, “us”, or “our” herein, and shall differ based upon the entity to which you have issued your purchase order) products or services (herein referred to as “Products”). Products purchased “to Buyer”, “you”, or “your”, refer to the purchasers of the Product. Certain country, line of business and product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Schedule A attached hereto. Unless otherwise noted in the Exceptions, each Exception shall be treated together with the corresponding exception of these Terms and Conditions. These Terms and Conditions (and if applicable any separate agreement between us and you that specifically reference these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of each party. Any dispute arising with respect to Economic Surcharges, and that dispute shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

1. PURCHASE ORDERS.

Purchase orders are non-cancellable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement; (b) order number; (c) Seller’s Product part number; (d) a complete description of the Product; (e) delivery dates; (f) applicable price; (g) any applicable discounts; (h) any applicable taxes, duties, tariffs, and other government charges; (i) any applicable specifications; and (j) any other requirements.

2. PRICING.

A. Unless stated otherwise in the Seller’s order confirmation, prices are CIP (Incoterms 2010) and the Buyer is responsible for all other transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable. Prices are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any such changes. In this regard, Seller reserves the right to adjust the prices on its sole discretion. Issuer such as increase new Purchase Orders or in order to mitigate or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content; labor; and materials; (c) impact of duties, tariffs, and other government charges; (d) increases in freight, labor, material or component costs; and increased costs due to inflation (collectively, “Economic Surcharges”). Economic Surcharges shall not exceed 15% from the total Purchase Order value. Such Economic Surcharges do not apply if the Purchase Order is to be delivered upon within four (4) weeks after the Purchase Order has become binding. Honeywell may invoice Buyer through a revised or updated invoice and add such amounts to the Invoice, for the Economic Surcharges pursuant to the standard payment terms in the Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than thirty (30) days after delivery, Buyer may, in its sole discretion, withhold payment and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

3. ORDER MODIFICATIONS.

Buyer may request any changes to quantities in an order within 24 hours of order placement (or later in Seller’s sole discretion), provided that the order is open and not in a shipping status or closed, and subject in full to (a) Seller’s right to accept or reject such request in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to Products passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer’s freight collect (F.O.B. point). In the event that the Product is subject to shipping damage or any inaccuracy in writing to Seller; otherwise, all Products will be deemed delivered and accepted. Buyer shall be liable for any additional expenses incurred by Seller caused or notified to Buyer’s acts or omissions. Title to Products passes to Buyer upon delivery of the Products to the carrier at the point of shipment to Buyer. Seller will schedule delivery (and use commercially reasonable efforts to ship) in accordance with its standard practices and time; until otherwise notified “to Buyer’s request”. Seller agrees to ship the earliest delivery date. Seller reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order confirmation.

5. ACKNOWLEDGEMENTS.

Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller will notify Buyer via phone, fax, email, postal mail or order confirmation.

6. INSPECTION AND ACCEPTANCE.

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed two (2) calendar days. Products will be presumed to have been accepted by Buyer unless Seller receives written notice of rejection explaining the reason within such period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will be liable for reasonable cost to remove, repair or replace any defective or non-conforming Products or to return the Product to Buyer. If Seller reasonably determines that rejection was improper. Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCT CHANGES.

Buyer, may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer. Seller will invoice Buyer for the amount of $500 for each occurrence of a change to such a Product or component in order to incorporate changes in accordance with the above-mentioned provisions.

8. CANCELLATIONS.

No purchase order may be canceled by Buyer without the prior express written consent of the Seller which consent shall be in Seller’s sole discretion and subject to (a) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for tactical or strategically manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT.

Buyer will invoice Seller for Products sold to Buyer upon shipment. Partial shipments will be invoiced as separate transactions. All payments must be made to Seller in full payment. Seller reserves the right to withhold delivery or performance until the amount invoiced is paid in full. Payment terms are CIP (Incoterms 2010) with Seller’s sale of Products is expressly limited to the terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

10. TAXES.

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”.) Buyer will pay or Seller will deduct any Taxes required to be charged with respect to the sale of any Product to Buyer, including but not limited to (i) any local, state, or provincial sales, use, or other similar taxes that are imposed on the sale of any Product to Buyer; (ii) any taxes that are imposed on Seller’s sale of Products to Buyer; and (iii) any other similar taxes that may be imposed on Seller as a result of the sale of any Product to Buyer. Seller will invoice Buyer for and Seller will pay sold price of the Product, plus applicable, any and all taxes levied on the sale of the Product, if any.

11. PACKING.

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for airfreight.
12. BUYER CAUSED DELAY. Buyer is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary to permit Buyer’s ability to perform is delayed due to Buyer’s or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

13. FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a “force majeure” event. Force majeure is an event beyond the non-performing party’s reasonable control that may include but is not limited to: (a) delays or refusal to grant an export license or the suspension or revocation thereof; (b) embargoes, blockades, seizure or freeze of assets; or any other acts of any government that would limit a party’s ability to perform under this Agreement; (c) fires, fahs, earthquakes, floods, gales, tempests, hurricanes, typhoons, severe weather conditions, or any other acts of God; (d) epidemics, pandemics, quarantines or regional medical crises; (e) shortages or inability to obtain materials or services; (f) labor disputes, strikes, lockouts, or other stoppages, civil disorders, disturbances, armed conflict, terrorism, war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (h) inability to obtain third-party insurance. Upon written notice to Buyer or Seller, parties agree to renegotiate the price, schedule, and other terms of the Agreement. In the event the parties are not able to agree upon revised terms within 10 days after written renegotiation is given, then Seller may terminate this Agreement on the 10th (10) written days notice to Buyer.

15. TERMINATION/SUSPENSION. Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or delays in performing any of its obligations and covenants under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer repeatedly fails to make any payment required to be made under this Agreement when due and such delay is neither excusable nor the result of an act of God; (iii) Buyer ceases to conduct business as a going concern; suspends or ceases to conduct operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed for Buyer’s assets, or if any proceedings relating to Buyer under any bankruptcy or insolvency law is brought by or against Buyer, or Buyer makes any assignment for the benefit of creditors; (iv) Buyer engages in any substantial economic activity in any country; or (v) a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of Buyer or death of any principal owner of Buyer; (vii) any officer, principal, stockholder, manager, member, or officer of Buyer is indicted or convicted for any felony or converts or embezzles any property or funds of others; (viii) any conduct or practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (ix) if the Buyer is a distributor or other reseller, the Buyer sells or transacts for sale or resale any Product in contravention of the provision of the Agreement authorizing Buyer to act as distributor or other reseller, or (x) any breach of section 16 or section 15 of this Agreement, or (x) any breach of section 20 of this Agreement, or (xi) any infringement of copyright, trademark or other intellectual property rights as protected in this Agreement and schedules. Termination does not affect any right otherwise existing at law or equity. The rights of termination of any clause in this contract are not exclusive of other remedies that may be entited to under this Agreement or in law or equity.

16. COMPLIANCE WITH APPLICABLE LAW. Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other orders affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposition of all Product as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fission or fission, use or handling of any atomic material, chemical, or biological weapons.

17. EXPORT AND IMPORT COMPLIANCE. Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind, (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by the United States or other applicable UN, international, or national authorities, (iii) prohibiting the brokering of the sale or export of Products to countries covered by US anti-brokers legislation; and (iv) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and procurement requirements. In the event the Buyer is required to do so, Buyer shall obtain all necessary licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Honeywell. Unless otherwise mutually agreed in writing, Buyer, transfer, transfer, export or re-export any Goods or Software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Buyer or Seller agrees to cooperate with Seller in the course of any investigation or reasonably anticipated investigation.

2. Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify Seller and its partners, officers and employees from any and all claims, damages, losses, fines, penalties, or other costs (regardless of cause) suffered by any and all Sanctioned Persons or entities affected by Buyer’s or its customers’ non-compliance with Export/Import Control Laws. Buyer will include provisions in its agreements with its customers that require compliance by such customers with the terms of this Agreement. If Buyer knowingly designates a freight forwarder or shipping agency, then Buyer forever releases, indemnifies, and holds harmless Seller for the negligence or willful misconduct of Buyer’s freight forwarder with respect to products, services, or other information necessary to the Products to be provided by Seller under the Agreement. If the designation of export or re-export licenses, (ii) any subsequent interpretation of applicable import; transfer, export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s resident in or, physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a “Sanctioned Jurisdiction”) and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region; or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Buyer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom (“Sanctions Laws”). Buyer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Buyer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any law, treaty, or by any national, regional, international, or U.S. Department of the Treasury’s Office of Foreign Asset Control’s (“OFAC”) list of “Specially Designated Nationals and Blocked Persons,” or any law, treaty, or U.S. Department of State’s list of “Sanctioned Entities” and all other applicable anti-bribery and anti-corruption legislation ("Anti-Corruption Law"). Without limiting the foregoing, Buyer hereby certifies that:

(a) That it will not, for the purpose of obtaining or securing any kind of business advantage, directly or indirectly, offer, solicit, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value, to any ""Restricted Person"" defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government department, agency, or instrumentality, any government-controlled entity, or public international organization; (B) any political party or party official, (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or (E) any person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, promised, directly or indirectly, to any Restricted Person.

That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents, to its best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law.

(b) That, in the event an instance of this Agreement Buyer becomes, or proposes to become, a Restricted Person, Buyer shall immediately notify in writing Seller and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement in whole or in part, or take any other action necessary to ensure that Buyer complies with laws, regulations or policies of the United States or in the jurisdiction(s) where the Buyer intends to do business. Buyer will maintain accurate books and records in accordance with their internal procedures along with supporting documentation. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer’s compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of any such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist any such audit.

(c) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

(d) That it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or other jurisdiction where the Buyer intends to do business if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction where the Buyer intends to do business.

(e) That it will immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA, other Anti-Corruption Law, or the Code of Conduct or Seller’s policies.

(f) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if applicable, of the Agreement.

(g) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, the Code of Conduct, or Seller’s policies, Buyer will cooperate with Seller in the course of such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Buyer may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, actions, causes of action, damages, losses, fines, penalties, or other costs (regardless of cause) suffered by Buyer or any Seller of Buyer’s fees arising from any and all claims, demands, actions, or causes of action by or on behalf of Buyer by the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.
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If Buyer learns of any violations of the above antitrust provisions in connection with the performance of this Agreement, it will immediately notify Honeywell, its Compliance Officer (b) any member of the Integrity and Compliance Department and/or the (c) Business Sponsor or Strategic Business Group President in writing, of the Buyer’s knowledge or suspicion of such a violation, and in any such investigation to determine whether a violation of the provisions stated has occurred. Buyer agrees to provide all the requested documents and make employees available for interviews. Buyer agrees that Seller, in its sole discretion, may perform reasonable violations of these antitrust provisions to relevant government agencies.

If Buyer subcontracts any of the services to a subcontractor, subagent, or any other third party, Buyer will notify, in writing, the subcontractors of these antitrust provisions and obtain a written certification of compliance. Where a written agreement exists between Buyer and the subcontractor, Buyer will include in the agreement antitrust representations as may be required in that form of agreement. Failure by the Buyer, or its subcontractors if allowed under this Agreement, to so comply with these antitrust representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

Distributor must successfully complete the online anti-corruption training module within 30 days from the date the course is assigned by Honeywell, or alternatively furnish a valid TRACE certificate to confirm its completion of a similar anti-corruption course provided by TRACE.

19. DATA COLLECTION, TRANSMISSION AND USE.
Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used, and functions, including, without limitation, information disclosing the use of original input sources such as touch panel, buttons, and voice and/or input, power supply levels, the date, device location, ambient conditions such as pressure, temperature, and humidity, etc. The information collected by such software may be used by Seller for purposes including, but not limited to, ensuring compliance with Product requirements, research and development efforts to improve functionality or optimize customer usage, development, and quality control/continuous improvement of such Products. Buyer acknowledges that personal data collected by the device may be shared with third parties, including, but not limited to, affiliates located outside the European Union, as well as Mexico. No end user identifiable data will be provided to any third party. Buyer shall notify all resellers that: (a) Seller may collectively bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA.
The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of thirty (30) days following the date of disclosure.

21. WARRANTY TERMS.
Subject to the provisions of section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for a period of twelve (12) months from the time of shipment by Seller to Buyer, a Performance Period is published for a Product on the date such Product is shipped by Seller (such period referred to herein as the “Warranty Period”), all components of such Product, except software and software components, shall be free from faulty workmanship and defect in material. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided “AS IS” and with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 21 are the only warranties provided by Seller with respect to the Products sold hereunder and no other warranty, whether or not written, shall be extended to Buyer by Seller or any of Seller’s representatives.

22. LIMITATION OF LIABILITY.
(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller. As such, or otherwise agreed by Seller in writing, the expense of returning the applicable Warranty Product to Seller hereunder shall be borne by the Buyer. Seller will examine the Product and then make arrangements with Buyer for repair or replacement. If Seller’s examination of the Product discloses to Seller’s reasonable opinion that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use, or any misuse, neglect, any electrical or mechanical action (e.g., shock, vibration, or humidity), act of God, accident, fire or other hazard, or repair of replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product, Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices. Parts warranted for ninety (90) days. Seller’s and Buyer’s sole remedy under this warranty is that Seller will correct or perform defective services or refund fees paid for the services, at Seller’s sole election, if Buyer notifies Seller of the defective service within the stated period. Cost of parts not included. Returns are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an “as-is” basis only.

OTHER LIMITATIONS: THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), OR SPARE PARTS, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE WARRANTIES STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH PRODUCT. EXCEPT WITHOUT LIMITATION A “SHRINK WRAP” LICENSE AGREEMENT. THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

DISCLAIMER: THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE THE SOLE AND EXCLUSIVE WARRANTIES OF SELLER STATED IN THIS AGREEMENT. SELLER DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY LIABILITY OR RESPONSIBILITY FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES) ARISING OUT OF OR RELATING TO THE PRODUCT (OR ANY COMPONENT THEREOF) OR USE OF THE PRODUCT (OR ANY COMPONENT THEREOF), WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SELLER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(a) Limitation of Liability. Buyer will include similar anticorruption representations as Seller in any agreement with any third party that obtains software and software components from Seller, provided that such representations will be considered consistent with this Agreement. Buyer agrees to disclose to Seller in writing of defective Products and to pay for all returned Products (whether repaired or replaced) in accordance with Section 21 of this Agreement. Seller will remove the Product from Buyer’s premises and transfer title to Buyer when the Product is returned to Seller.

(b) Special Software. Buyer will include similar anticorruption representations as Seller in any agreement with any third party that obtains software and software components from Seller, providing that such representations will be consistent with this Agreement. Buyer agrees to disclose to Seller in writing of defective Products and to pay for all returned Products (whether repaired or replaced) in accordance with Section 21 of this Agreement. Seller will remove the Product from Buyer’s premises and transfer title to Buyer when the Product is returned to Seller.

(c) Anticorruption Representations. Buyer will include similar anticorruption representations as Seller in any agreement with any third party that obtains software and software components from Seller, provided that such representations will be consistent with this Agreement. Buyer agrees to disclose to Seller in writing of defective Products and to pay for all returned Products (whether repaired or replaced) in accordance with Section 21 of this Agreement. Seller will remove the Product from Buyer’s premises and transfer title to Buyer when the Product is returned to Seller.

(d) Miscellaneous Provisions. Without limitation of the foregoing, the following additional provisions apply to this limited warranty:

(1) In order for this limited warranty to be effective, you must notify us within 20 days of discovery of the defect. You must return the defective Product to us within the Warranty Period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned Product within 30 days or the claim will be cancelled. To maintain this limited warranty, the Buyer must perform periodic maintenance and inspections as required, or for any benefit to be extended to Buyer. Where Seller agrees to perform periodic maintenance, the required maintenance will be performed, and the replacement of parts for the maintenance schedule as prescribed in the User’s Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorization (RGA) or Returned Materials Authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly marked with the RGA/RMA number on the shipping container(s). No Return products will be accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.

(2) Honeywell will reissue the Product to you at our expense in metropolitan France. If applicable, Buyer, in acting on its own behalf only, shall extend a warranty to its customers no broader in scope than the limited warranty extended to it by Seller. Buyer shall perform and fulfill at its sole expense all of the terms and conditions of each warranty, including providing reasonable assistance with respect to recall or other warranty actions by Seller, subject to the obligations of Seller set forth herein.

(3) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to: any maintenance, installation, servicing, hardware, calibration, operation, storage, operation, or use which is improper or otherwise not in compliance with Seller’s instructions, (b) any alteration, fire, modification, or any other cause not consistent with the normal use, care, or operation of the Product, including, but not limited to, misuse, neglect, or improper handling or storage. Buyer agrees that it will promptly notify Seller of any defect or damage which it reasonably believes may be attributable to a third party.

The Buyer representative of Seller, on behalf of Seller and Seller’s representatives, agrees, on behalf of and for the benefit of Buyer, to fulfill the obligations of Seller hereunder.

(e) Representations. Seller represents to Buyer that each Product is manufactured by Seller in accordance with all applicable laws, regulations, and standards. Buyer represents and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate cybersecurity measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and best practices. If a Cybersecurity Event occurs, Buyer will promptly notify Seller of the Cybersecurity Event, in any case no later than in 24 hours of discovery. "Cybersecurity Event" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Buyer shall take reasonable steps to promptly notify any Cybersecurity Event to Seller. The cost of any investigation required by Seller shall be borne by Buyer. If Seller reasonably believes that a Cybersecurity Event occurring during the Warranty Period has compromised the security of the Product, then Seller shall, at its expense, (1) in Seller’s sole discretion, repair or replace such Product, and (2) ship such Product to Buyer immediately. Seller shall have the right to perform an examination of the Product in question disclosures to Seller’s reasonable opinion that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use; or any misuse, neglect, any electrical or mechanical action (e.g., shock, vibration, or humidity); act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.
be sublicensed, transferred or loaned to any other party without Seller’s prior express written consent. Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made of Licensed Software. Reason for Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. (e) Negation of Other Licenses. Except as expressly granted herein, no licenses, rights, titles, interests, or warranties are conveyed or implied, by estoppel, conduct of the party, or otherwise, is granted by Seller to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or ownership interest either intellectual or other, relating to services, to Products, or other manufacture belong either to Seller or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Seller and Buyer only allows Buyer the right to use the Products, and no rights to either modify or reproduce.

28. NOTICES. Every notice between the parties relating to the performance or administration of the Agreement shall be in writing and, if to Buyer, to Buyer’s authorized representative, or if to Seller, to Seller’s authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered either (a) two (2) days after mailing by certified mail, return receipt requested and postage prepaid; or (b) business day after deposit for next day delivery with commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party confirming receipt of the notice.

29. SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected, and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added thereto.

30. WAIVER. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future for such provision or right, and no waiver of any right or provision shall affect the right of the waiving party to enforce any provision or right therein.

31. APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of France. Any dispute or controversy arising hereunder shall be subject to the parties’ mutual written approval, which approval will be unreasonably witheld.

32. INDEPENDENT CONTRACTORS. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party’s business and neither party shall have the right, directly or indirectly, to make any agreement or representation on behalf of the other, to bind the other, or to have the authority to act in any way as a representative of the other party.

33. HEADINGS AND SECTIONS. The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraph or section hereof.

34. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain minimum insurance coverage as follows: (i) Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damage; Buyer shall deliver certified copies of declarations of insurance to Seller, containing therein provisions to the effect that the insurance company is irrevocably bound to Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance companies having a rating of “A”, “X”, by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any order hereunder. In addition, all such policies shall name Seller as an additional insured.

35. ASSIGNMENT; SUBCONTRACTING. Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Transferring anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

36. SURVIVAL. All provisions of the Agreement that by their nature should continue in force become the terms. suspended hereafter. in force. The following terms in the Agreement shall remain in force:

SCHEDULE A:

Termination of Distributors/Resellers. Upon termination or expiration of an Agreement with Buyer that is a distributor or other reseller, for any reason whatsoever, Buyer shall be obligated: (i) to cease immediately acting as a distributor of Seller and abstain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to repurchase to Seller be an authorized distributor of Seller’s products, (ii) to return to Seller, at Buyer’s expense as provided under the Agreement, all of which may not be disposed of by Buyer, or in which Buyer shall be required to be disposed of in the event the sale is not completed, (iii) to cooperate with Seller in the minimum provisions of sales of Seller’s products and/or (iv) to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.
Honeywell Personal Protective Equipment (HPPE)
Terms and Conditions of Sale
Version 20-12-2021

Trademarks.

The following provisions shall apply in distributor or reseller agreements:
(a) **License and Use of Trademarks.** Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorized to sell and only in the territory in which Buyer is authorised to sell (the “Trademarks”). The Trademarks will be used solely in connection with Buyer’s marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any and all use of the Trademarks in any manner, except as needed by Buyer to sell its remaining inventory of Products pursuant to the Agreement. Termination granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.
(b) **Acknowledgment of Rights and Trademarks.** Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer’s use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller’s corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, other during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.
(c) **Samples.** All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks (“Copy”) which Buyer intends to use and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Seller to ensure proper usage of the Trademarks by Buyer. Seller shall promptly review the Copy received from Buyer and shall not unreasonably withhold its consent to use the Trademarks. Seller’s approval of the Copy shall be deemed to be refused if Seller does not provide a Copy to Buyer within fifteen (15) business days of Seller’s receipt of the Copy. Seller may refuse to approve, and Buyer shall not distribute, any materials containing or referring to the Trademarks that derogate, erode, or tend to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller’s opinion. Buyer shall provide for Seller’s approval samples of any Copy which differs in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.

**Minimum Order Value (MOV) Freight Cost Waived, Freight Cost, Low Order Value Administration Fee (LOVAF) and MOV LOVAF Waived**

<table>
<thead>
<tr>
<th>Region</th>
<th>MOV Freight Cost Waived (Platinum, Gold and Silver Partners Only*)</th>
<th>Freight Cost – Order Value &lt;MOV**</th>
<th>Freight Cost – Order Value &gt; or = MOV***</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benelux/ DACH/ France</td>
<td>3000 €</td>
<td>60 €</td>
<td>2.0%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Italy/Portugal/ Spain</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Ireland</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>CEE</td>
<td>3000 €</td>
<td>80 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Nordics</td>
<td>3000 €</td>
<td>115 €</td>
<td>7.0%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
</tbody>
</table>

* Honeywell prepaid freight will be limited to Platinum, Gold, and Silver Partners as defined in Honeywell partner programs and policies noted on the Honeywell Partner Portal.
** For order values below MOV Freight Cost Waived, Honeywell will charge the freight cost shown in the table above – this is applicable to all Buyers including without limitation Platinum, Gold, and Silver Partners
*** For order values equal to or greater than MOV Freight Cost Waived, Honeywell will charge a percentage of the order value shown in the table above – this is not applicable to Platinum, Gold, and Silver Partners but is this is applicable to all other Buyers including without limitation Bronze Partners.

**RETURNS.** Returned Materials Authorization (RMA) must be requested within 60 days of when the goods are received. Returned materials shall not exceed three percent (3%) of Buyer’s prior year purchases, and must be identified and matched with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell order multiple quantities, and have been shipped within the past 60 days. Returned materials not deemed salable, at the sole discretion of Honeywell, will be disposed of or returned at Buyer’s expense and no credit will be issued. Discontinued products, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. If product is to be returned to Honeywell, it must be received within 60 days of the RMA issue date. If product is not received by then, the RMA will be cancelled and credit or free replacement will not be issued. Materials returned without such authorization will be disposed of or returned at Distributor’s expense, and no credit will be issued. The 20% restocking chargemay be waived, in Honeywell’s sole discretion, if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply. Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatuses (SCBA), Emergency Escape Apparatus (EEA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems: 155555, 777777, 888888 EBA and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or National Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.