VERSION EFFECTIVE AS FROM 1 MAY 2022

TERMS & CONDITIONS OF SALE

These terms and conditions of sale (“Terms and Conditions”) are effective 1st May 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 (hereinafter referred to as “Products”). References to “Buyer” include “you” or “your”, are to the purchaser of Products. Certain country, line of business and product-specific exceptions to these Terms and Conditions (“Exceptions”) are set forth in Schedules A and B attached hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions. These Terms and Conditions (and any applicable Parts or Addendum 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 supersede 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 conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the written agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions. Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to at least thirty (30) days written notice of any changes.

1. PURCHASE ORDERS.

Purchase orders are non-cancelable 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 Product or product number; (b) order number; (c) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which all freight is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation.

Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, and/or different terms of Buyer’s purchase order or written communication or any other terms or conditions that conflict with these Terms and Conditions are hereby rejected and not binding upon Seller. Buyer’s acceptance of Seller’s order shall be considered to mean that Buyer has agreed and understands are deemed to be material alterations and are rejected and not binding upon Seller.

Unless otherwise agreed by Seller, all Purchase Orders must be placed through Honeywell Partner eCommerce Platform (https://shop.honeywellsafety.com) or any successor website advised by Seller in writing. If a dispute arises with respect to Economic Surcharges, and that dispute remains unresolved, Buyer must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unapplied payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off such unapplied cash amount against any Buyer past due invoice(s) at its sole discretion. Unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine the invoice(s) against which payment has been applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice due date or the issuance of the corrected invoice, whichever is later. If Buyer is delinquent in its payment obligation, Seller may, at its sole discretion, withhold performance until all delinquent amounts and interest that is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on delinquent amounts at a rate of ten (10) percentage points above the base interest rate applied by the European Central Bank to its main refinancing operations or the maximum rate permitted by law if lower, for each full calendar month in which payment is overdue; (c) recover all costs of collection including but not limited to reasonable attorneys’ fees; (d) withhold from Buyer any rebate payments; (e) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits; or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer’s credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

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 all Taxes resulting from the Agreement or Seller’s performance under the Agreement, with the exception of, collected, or otherwise subject to imposed taxes required to impose tax, collect, withhold, or assess any Taxes on any transaction under the Agreement, in addition to the purchase price. Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had Tax not been withheld, and (ii) Buyer shall hold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for any Taxes paid or payable by Buyer. This tax-surplus shipping charges to Seller’s designated carrier for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that the rejection was based on a breach of the provisions of the present Terms and Conditions, Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCT CHANGES.

Seller 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.

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 payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for individually-manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT.

Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as delivered unless Buyer specifically directs otherwise. By Seller, payment for all orders will be due no later than 30 calendar days from the date of invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Seller may change Buyer’s credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any reason, including open orders. Seller is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing and may be accompanied with remittance detail containing at a minimum the Buyer’s order number, Seller’s invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be made in accordance with the “Remit To” field on each invoice. If Buyer makes any unapplied payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off such unapplied cash amount against any Buyer past due invoice(s) at its sole discretion. Unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine the invoice(s) against which payment has been applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice due date or the issuance of the corrected invoice, whichever is later. If Buyer is delinquent in its payment obligation, Seller may, at its sole discretion, withhold performance until all delinquent amounts and interest that is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on delinquent amounts at a rate of ten (10) percentage points above the base interest rate applied by the European Central Bank to its main refinancing operations or the maximum rate permitted by law if lower, for each full calendar month in which payment is overdue; (c) recover all costs of collection including but not limited to reasonable attorneys’ fees; (d) withhold from Buyer any rebate payments; (e) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits; or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer’s credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

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 all Taxes resulting from the Agreement or Seller’s performance under the Agreement, with the exception of, collected, or otherwise subject to imposed taxes required to impose tax, collect, withhold, or assess any Taxes on any transaction under the Agreement, in addition to the purchase price. Seller will invoice Buyer for Taxes unless at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had Tax not been withheld, and (ii) Buyer shall hold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for any Taxes paid or payable by Buyer. This tax-surplus shipping charges to Seller’s designated carrier for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that the rejection was based on a breach of the provisions of the present Terms and Conditions, Buyer will be responsible for all expenses caused by the improper rejection.

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 airmail.
12. BUYER CAUSED DELAY.
Seller 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 the delivery schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer 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 and is not caused by the non-performing party’s act or failure to act, including without limitation (i) any natural disaster, such as earthquake, fire, lightning, flood or other natural calamity, (ii) acts of government, including embargos, restrictions on import, export or re-export of goods or services, (iii) illegal acts by third parties, including theft, third party claims, (iv) strikes, lockouts, work stoppages or labor disputes, (v) acts of war, terrorism, riot, civil commotion, acts of God, (vi) epidemics, pandemics, or other contagious diseases, or (vii) any other similar causes beyond Seller’s control. If any of the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days written notice to Buyer.

15. TERMINATION/SUSPENSION.
Seller, 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 breaches 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 files for bankruptcy or incorporation required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights hereunder without Seller’s prior written consent, or is the subject of a bankruptcy, receivership, liquidation, or similar proceeding; (iv) Buyer will not be liable to Buyer for failure to provide Products, services, or technical data as a result of any government actions that impact Seller’s ability to perform, including: (1) the failure to obtain any license, consent, or export or re-export licenses; (2) any subsequent interpretation of applicable export, 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 performance; or (3) delays due to Buyer’s failure to comply with applicable import, transfer, export, or re-export laws or regulations.

18. ANTI-CORRUPTION LAWS AND CODE OF BUSINESS CONDUCT.
Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct (the “Code of Conduct”) which is available at: https://www.honeywell.com/who-we-are/integrity-and-compliance. In addition, Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the “FCPA”) and all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Legislation”). Without limiting the foregoing, Buyer agrees:

(a) That it will not, for the purposes of securing an unfair 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 other thing of value to: (i) any “Restrictive 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 political party officials; (C) any candidate for public office; (D) any officer, director, or shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or (ii) 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, or promised, directly or indirectly, to any Restricted Person.
(b) That the Buyer will not use 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 Legislation.
(c) That, in the event after execution 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 if necessary to ensure compliance with all applicable laws, regulations or policies of the United States or any other jurisdiction.
(d) That it 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 Legislation and any other applicable laws, regulations or policies of the United States or any other jurisdiction. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.
(e) 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.
(f) That it has not employed or compensated and will not employ or compensate any current or former governmental official or employee of any government, commission, agency, or political party or party official that has a right to obtain a benefit of any nature or use his or her official position to influence the performance of the Agreement on behalf of the Buyer intends to do business if such employment or compensation violates any law, regulation, or policy of the United States or any other jurisdiction.
(g) That it shall immediately notify Seller and cease representation activities with regard to the sale in question and suspension of all violations of a FCPA, other Anti-Corruption Legislation, the Code of Conduct or Seller’s policies.
(h) 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 any, of the Agreement.
(i) 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 Legislation, the Code of Conduct or Seller’s policies, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer by reason of any violation by Buyer of the FCPA or any other Anti-Corruption Legislation, 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.

If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell’s (a) Chief 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. Buyer agrees to cooperate fully in any Seller investigation to determine whether a violation of the provisions stated herein has occurred or is about to occur. Seller will provide reasonable assistance in the investigation of such employee. Seller will conduct any investigation of a violation of the FCPA or other Anti-Corruption Legislation, the Code of Conduct or Seller’s policies.

If Buyer sublicenses or assigns any of the services to a subcontractor, subagent, or any other third party, Seller will notify, in writing, the subcontractors of these anticorruption provisions and obtain a written certification of compliance. Where a written agreement exists between Buyer and the subcontractor, Buyer will include similar anticorruption representations as material terms of that agreement. Failure by the Buyer, or its subcontractors if allowed under this Agreement, to so comply with these anticorruption representations will be considered a material breach of this Agreement which will be grounds for immediate termination, without prior notice.
SOFTWARE, consumable items (E.G., paper and ribbons), spare parts, or services, and do not apply to products, or components thereof (including without limitation any software component), which have been altered, modified, tampered with, or damaged or defective in any respect except by Seller or its representatives. In addition, the express warranties of Seller 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 software component (including without limitation any license agreement or other document 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.

(6) 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 obligations of Seller stated in Section 21 (A) and (B) above is in lieu of any other liability or obligation of Seller, including without limitation any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, or incidental) or payment out of or in connection with the delivery, use, or performance of the products. Repair or replacement (at Seller’s option) is the sole remedy for any such damage. No extension of this warranty will be binding upon Seller unless set forth in writing and signed by a Seller authorized representative.

(7) Limitations. Seller shall not be liable under this limited warranty if the Product has been exposed to or subjected to unreasonable or exceptional conditions; packing, transportation, storage, or use, which is improper or otherwise not in compliance with Seller’s instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by fire, electrical surges, or other causes, whether or not arising from negligence of Seller or its employees; (d) operation by unauthorized personnel; (e) operation not in accordance with Seller’s specifications, instructions, or policies; (f) use or abuse; (g) use of consumables, parts, or supplies not supplied by Seller; (h) use of counterfeit or replacement parts that are not manufactured or approved by Seller for use in Seller’s manufactured products; or (i) use of software which is not supported by Seller or is not authorized by Seller.

(8) Termination. In the event Buyer fails to comply with the terms and conditions of this Agreement, Seller may terminate this Agreement immediately and recover all unpaid accounts, including all amounts due for past performance, and may seek any other remedy for breach of contract available under law.

(9) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to principles of conflicts of laws.

(10) Integration. This Agreement contains the complete understanding between the parties and supersedes all prior discussions, representations, and agreements.

(11) Amendments. This Agreement may only be amended in writing, signed by an authorized representative of each party.

(12) Complete Agreement. This Agreement contains the complete understanding between the parties and supersedes all prior discussions, representations, and agreements.

(13) Export Compliance. Buyer represents and warrants that Buyer has not violated any foreign or U.S. export laws, regulations, or restrictions, and that Buyer is not an embargoed country.
is intended to be used under this license. (a) Ownership. Seller (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Seller, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted software. Transferred Licensed Software. Buyer may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Buyer’s sale of any Seller or Buyer product on which the Licensed Software is installed or with which it is used. Buyer is to retain no copies. Buyer’s transfer of the Licensed Software as authorized herein must be evidenced by a written transfer agreement that is no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior written consent. Unless otherwise 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. (d) 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) Negative of Other Licences. Except as expressly granted herein, no license or right, including any sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Seller to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or industrial ownership 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 the Buyer to use the rights, and no others to either modify or reproduce.

28. NOTICES Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer’s authorized officer and at the address set forth in the Agreement between the parties to which these Terms and Conditions apply. All notices required under this Agreement will be deemed received when delivered either (a) two calendar days after mailing by first-class mail, return receipt requested; or (b) two business days after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party or (c) if sent by e-mail, upon receipt of a non-automated response 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 hereinto.

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 for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

31. APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of the country in which the Honeywell selling entity entering into this Agreement is registered. Seller and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any potential dispute relating to the Agreement will fall under the exclusive jurisdiction of the courts of the country in which the Honeywell selling entity is registered.

32. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding their relationship and the Products, and Buyer will not publish or make available for distribution any notice, article, or other material that is or is intended to be of a nature that could reasonably be expected to cast a negative light upon Sellers or the Products, unless specifically approved in writing by Seller.

33. INDEPENDENT CONTRACTORS. The parties agree that the independent contractors and any materials contained in this Agreement shall be construed to constitute either or both of the parties hereto, the partner, joint venture, affiliate and/or franchisee, and not the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

34. 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 thereof.

35. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) A 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 certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least sixty (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 carrier(s) that are rated a minimum of “A” by A.M. Best or equivalent rating organization. The certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

36. 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 any right or obligation to an affiliate or consolidated entity, and, for the purposes of this paragraph, the sale of 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.
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Notwithstanding 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.

37. SURVIVAL. All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

SCHEDULE A
Termination of Distributors/Resellers.

Upon termination or expiration of an Agreement with a 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 abstinence from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to reapply to Seller to be an authorised distributor of Products to be determined in Seller’s sole discretion; (ii) to cooperate with Seller upon its direction in completing all outstanding obligations vis a vis its customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Seller in any manner, and to refrain from holding itself out as having been formerly connected in any way with Seller; (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

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 authorised to sell and only in the territory in which Buyer is authorized to sell (the “Trademarks”).

The Trademarks shall 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 Seller to sell its remaining inventory of Products pursuant to the Agreement. The rights 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 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, either 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 the Trademarks. Seller's approval of the Copy shall be deemed to be refused if Seller does not provide a reply 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) and Low Order Value Administration Fee (LOVAF)

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<thead>
<tr>
<th>MOV</th>
<th>LOVAF</th>
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<tbody>
<tr>
<td>Euro</td>
<td>700 €</td>
</tr>
<tr>
<td>£</td>
<td>500 £</td>
</tr>
<tr>
<td>USD</td>
<td>800 $</td>
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RETURNS. Authorisation for return of merchandise must be obtained in writing. Returned material shall not exceed 10% (10%) of Buyer’s prior year purchases, and must be in the condition, including the returned materials authorisation (RMA) number provided by Honeywell Customer Service. The RGARMA 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 salable condition, in standard Honeywell order multiple quantities, and have been shipped within the past 3 months. Returned materials not deemed salable, at Seller’s discretion, will be disposed of or returned at Buyer’s expense and no credit will be issued. Expiration-dated product, 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. Materials returned without such authorisation will be disposed of or returned at Buyer’s expense, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

SCHEDULE B – TERMS & CONDITIONS OF SERVICES

1. HONEYWELL will provide the services with effect from the Commencement Date. HONEYWELL will provide the services at Customer’s premises during the hours specified in the level of service or, if none are specified, during HONEYWELL’s normal business hours or as set out in Honeywell’s Order Confirmation.

2. If in the course of providing the services, HONEYWELL identifies a requirement for any remedial repair or action which is included in the services to be provided by HONEYWELL, HONEYWELL will use reasonable endeavours to carry out the repair (a) at the Customer’s Premises and (b) during the same visit as the original inspection. If that is not reasonably practicable, HONEYWELL will arrange with Customer to make any necessary remedial repair or action at a further visit to Customer’s Premises to make the repair. HONEYWELL will use reasonable endeavours to make such repair in accordance with the time scales specified in the Level of Service or, if none is specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

3. If Customer experiences a defect in or malfunction of any Equipment in respect of which HONEYWELL is to provide the services, Customer shall notify HONEYWELL by telephone, email, or fax. If Customer notifies HONEYWELL by telephone, Customer shall confirm the notification in writing or by fax immediately to the office of HONEYWELL. If Customer makes such notification outside of HONEYWELL’s normal business hours, unless otherwise specified in the Level of Service, the notification shall be deemed to have been made at the beginning of normal business hours on the next business day. HONEYWELL will use its reasonable endeavours to repair and restore the Equipment in accordance with the time scales specified in the Level of Service or, if none are so specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

4. If the Equipment is connected to apparatus or apparatus in respect of which HONEYWELL does not provide the services, Customer shall not notify HONEYWELL of a defect or malfunction in the Equipment until it has confirmed that such defect or malfunction does not originate in the said lines or apparatus.

5. Unless otherwise specified in the Level of Service, the services include provision by HONEYWELL of a complete copy of a service report and calibration report.

6. HONEYWELL will use its reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and such representatives.

7. Customer shall notify HONEYWELL if any of the Equipment or Customer’s Premises are changed, and HONEYWELL shall be entitled to vary the Service Charge with effect from the date of variation. HONEYWELL shall not be obliged to agree any such variation, and if it does not agree, HONEYWELL may terminate provision of the services in respect of the relevant Equipment or Customer’s Premises with immediate effect.

8. HONEYWELL will not make any alterations, additions or changes to Equipment at Customer’s Premises unless Customer has accepted in writing a quotation from HONEYWELL.

9. HONEYWELL will notify Customer if it is aware that any modifications or additions to the Service or Equipment are required by the police, fire or other authority, and shall provide to Customer a quotation for the cost of providing such modifications or additions. HONEYWELL will provide such modifications or additions if Customer accepts the quotation in writing and Customer shall be responsible for paying the quoted costs of such modifications or additions.

10. The services do not include: (a) renewal, replacement or changing of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any kind unless specified in the Level of Service or otherwise paid for by the Customer, or (b) maintenance of equipment or material to which the Equipment may be connected.

11. HONEYWELL shall have no obligation to provide the services if: (a) Customer has interfered with the Equipment, or (b) Customer has not maintained the Equipment in accordance with the manufacturer’s recommendations, or (c) in HONEYWELL’s reasonable opinion, the Equipment is obsolete and incapable of service and support on a reasonably economic basis (including without limitation spare parts for the Equipment remaining readily available at a reasonable price). If any of the preceding events applies, HONEYWELL will provide a quotation either to provide services in respect of the relevant Equipment or to bring the relevant Equipment up to standard, and may terminate its obligation to provide the Services in respect of such Equipment without further obligations to Customer unless Customer accepts such quotation in writing.

12. HONEYWELL shall have no obligation to provide the services if Customer fails to obtain and retain any necessary licences, way-leaves or permissions, necessary to provide the Services or to retain the Equipment in its location.

13. If Customer discovers that any parts or materials supplied by HONEYWELL in the course of providing the Services, fail to comply with its specification within a period of 12 months from delivery, HONEYWELL’s sole responsibility shall be to repair, or at HONEYWELL’s option, replace any such defective parts or materials without charge to Customer provided that: (a) Customer has used and operated the relevant part or material in accordance with Sections 30 and (b) if the relevant part or material was not manufactured by HONEYWELL, HONEYWELL’s liability under this section shall be limited to passing on to Customer, to the extent it is able to do so, the benefit of any manufacturer’s warranty received by it.

14. HONEYWELL shall provide the Services with reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL’s sole liability (save for liability arising from death or personal injury caused by negligence) shall be (a) to re-perform the relevant Services without charge to Customer (b) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents. (c) Customer shall notify HONEYWELL with full written details as soon as reasonably practicable, and in any event within 30 days of becoming aware of any liability to which Sections 20 or 21 refer. Customer shall allow HONEYWELL and its representatives every facility to investigate the reported failure.
16. HONEYWELL excludes to the maximum extent permissible by applicable law all conditions, warranties and representations, whether express or implied, statutory, customary or otherwise.

17. Customer shall (i) at all times keep the Equipment in the environmental conditions, and use, operate and care for the Equipment, as recommended by the manufacturer of the Equipment or as may from time to time be advised in writing by HONEYWELL; (ii) not move the Equipment from Customer’s Premises without obtaining the prior written consent of HONEYWELL; (iii) not without the written consent of HONEYWELL, allow any person other than HONEYWELL to adjust, maintain, repair, replace or remove any part of the Equipment.

18. Customer is responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the Services and make available free of charge to Seller all necessary ladders or scaffolding or other items required for access to the Equipment provided that where HONEYWELL agrees to do or provide any such work or items itself, Customer shall pay HONEYWELL’s reasonable charges in respect of that work or those items.

19. Customer shall ensure that HONEYWELL and its authorised representatives have full and free access to the Equipment and to any records of its use, application, location and environment, kept by Customer to enable HONEYWELL to perform its duties.

20. Customer shall take all steps as may be necessary to ensure the safety of any of HONEYWELL personnel who visit any premises of Customer. Cancellation of any service or parts contract or order requires written notification to Seller’s Service Department at least ninety (90) days prior to the effective cancellation date. Any service contract or order cancelled will incur a charge equal to 30% of the contract total. Any parts contract cancelled will incur a charge equal to 15% of the contract total. All prepaid service contracts are non-refundable.