Honeywell Personal Protective Equipment (HPPE) Terms and Conditions of Sale
Version 20-12-2021

TERMS & CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") are effective on 20th December 2021 and supersede all previous publications covering ("Honeywell", "Seller", "we", "our", or "us" herein, and shall differ based on the entity to which you have issued your purchase order) products or services (hereinafter referred to as "Products"). References to "Buyer", "you", or "your" are to the purchasers of our Products. Certain terms of one of our standard 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 read together with the corresponding section of these Terms and Conditions. These Terms and Conditions (including any terms applicable by law to the relationship 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, with respect to all 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 separate agreement between Seller and Buyer; (ii) any express price quotation or proposal; (iii) the terms and conditions of sale set forth in this Agreement; (iv) the terms and conditions of sale set forth in any Order. Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give 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 Agreement, (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 invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is acceptable 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 or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions herein, and is subject in full to (i) Seller’s right to accept or reject such request in its sole discretion, and (ii) any price or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delays, Seller will be entitled to make such changes to the terms and conditions of sale as it deems necessary to mitigate such delays.

2. PRICING.

A. Unless stated otherwise in the Seller’s order confirmation, prices are CIP (Incoterms 2010). Buyer is liable 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 changes. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Buyer’s orders during the period between notification of and the effective date of the price increase; if Buyer’s order volume during this period is less than thirty percent (30%) higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders.

B. Economic surcharges. Honeywell may, from time to time and in its sole discretion, issue surcharges on Purchase Orders in order to mitigate and/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 actions; and (d) increased cost in freight, labor, material costs, and increased component costs and increased taxes on inflation (collectively, “Economic Surcharges”). Economic Surcharges shall not exceed fifteen percent (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 will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay 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, Buyer may, in its sole discretion, withhold payment or reduce the amount of payment due. The terms of this section shall prevail in the event of inconsistency with any other 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 add-ons or 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 (i) 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. Seller will schedule delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer’s order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller reserves the right to ship products 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 thirty (30) calendar days. Products will be presumed acceptable unless Buyer receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon deficiencies in the Products, and not upon any dissatisfaction with the Products, as determined by Seller. Seller shall have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in all events. All rejected Products must be returned to Seller at Buyer’s expense and risk. All 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 rejection was not 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, with notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS.

No purchase order may be cancelled 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 customer-specially 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 they are shipped. Payment due thirty (30) calendar days from date of invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing.

10. TAXES.

Seller’s price includes 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, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless at the time of order place, Buyer files with Seller 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 no Taxes been required to be withheld; (ii) Buyer will withhold 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 Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

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 air freight.

12. BUYER CAUSED DELAYS.

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 will be entitled to adjust prices, schedule and other obligations. 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. Seller’s “Force Majeure” event. Force majeure is an event beyond the non-performing party’s reasonable control and may include but is not limited to: (a) delays or refusal to grant an export license or the suspension or revocation thereof, (b) embargo, blockages, 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, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) epidemics, pandemics, transmission or quarantine, civil, military, or nuclear sabotage, (e) strikes or inability to obtain materials or components, (f) labor strikes or lockouts, (g) riots, strife, insurrection, breakdown of law or order, industrial dispute, landowner disturbances, armed conflict, terrorism or 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 be provided by Seller and third-party suppliers. Buyer shall reasonably cooperate with Seller in providing information necessary to the Products or services to be provided by Seller under the Agreement. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.

14. MANUFACTURING HARDSHIP.
If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of labor, raw materials, labor, regulations, taxes, and compliance with any government or governmental or quasi-governmental authority) are increased by more than 5% over Seller’s production or purchase costs for the Product on 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 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 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 fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within thirty (30) days after receipt of written notice specifying such non-payment, or assigns this Agreement or any rights hereunder without Seller’s prior written consent; (iii) Buyer ceases to function as a going concern or suspends or ceases its operations; (iv) Buyer becomes subject to the effects of any bankruptcy or insolvency laws brought by or against Buyer, or Buyer makes an assignment for the benefit of creditors; (v) there is a transfer of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of, or any principal owner or death of, any principal owner of, Buyer (or any officer, principal stockholder, manager, member, or partner of Buyer is indicted for or convicted for any felony or crosses or embezzles any property or funds of others; (vii) any conduct or practice by Buyer which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (viii) if the Buyer is a distributor or other reseller, the Buyer sells or transfers 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 18 of this Agreement. Termination does not affect any other rights or remedies available to Seller in law or at equity.

16. COMPLIANCE WITH APPLICABLE LAW.
Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or 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, the Buyer is responsible for the recycling and disposal of Products 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 fusion or fission, or any use or handling of any nuclear material, or any nuclear, 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, rules, regulations, or policies concerning commercial bribery or gift giving, any activity involving nuclear fusion or fission, or any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

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Buyer represents, warrants, and agrees that:
Buyer is not a “Sanctioned Person,” meaning any person or entity: (i) named on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) list of “Specially Designated Nationals and Blocked Persons,” “Sectoral Sanctions Identifications List” or other economic sanctions lists issued pursuant to a United States governmental authority; (ii) organized under the laws of, ordinarily 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 or on behalf of 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 groups of individuals listed on the “FATF” all other applicable anti-bribery and anti-corruption legislation (“Anti-Corruption Law”). Without limiting the foregoing, Buyer hereby certifies:

(a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, give, pay, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to:
(i) 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
(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 neither the Buyer nor any of its shareholders, directors, officers, employees, agents, or to its best knowledge, has any interest in, or benefit from 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
(c) 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 Law and with the export and import controls and regulations applicable by virtue of the Agreement. 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.
(d) 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, the Code of Conduct or Seller’s policies.
(b) That, upon request by Seller, Buyer agree 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.
(c) 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 agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to 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 the violation by Buyer of 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.

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) President of Honeywell or any of its Subsidiaries, (c) Corporate Head of Government Relations or any of its Subsidiaries, (d) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (e) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (f) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (g) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (h) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (i) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (j) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (k) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (l) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (m) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (n) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (o) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (p) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (q) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (r) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (s) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (t) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (u) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (v) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (w) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (x) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors, (y) any ethics and compliance officer of any of Seller’s or any of its Subsidiaries’ board of directors, (z) any audit committee of any of Seller’s or any of its Subsidiaries’ board of directors.

Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller’s sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller’s obligations hereunder shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the claimed defect or nonconformity actually existed and was not caused by any improper installation, testing, or use, any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement is the sole remedy for 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 and are warranted for ninety (90) days from the date services are performed. Seller’s obligation and Buyer’s sole remedy under this warranty is that Seller will correct or re-perform defective services or refund the fees for the services performed, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed 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.

(c) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION (A) AND (B) ABOVE ARE 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) ARISING 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, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE BORROWED UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(e) 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 a defect or nonconformity of a Product. If the defect or nonconformity is not discovered within 20 days after delivery of the Product, the claim will be denied.

(2) If the Product is returned to us within 30 days of delivery, we will inspect the Product and determine whether the defect or nonconformity is covered by this limited warranty.

(3) If the defect or nonconformity is determined to be covered by this limited warranty, we will repair or replace the Product and ship it back to you at our expense within 30 days of receipt of the Product.

(4) If the defect or nonconformity is not covered by this limited warranty, we will notify you and provide you with a quote for repair or replacement of the Product.

(f) DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION (A) AND (B) ABOVE ARE 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) ARISING 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, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE BORROWED UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(g) 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 a defect or nonconformity of a Product. If the defect or nonconformity is not discovered within 20 days after delivery of the Product, the claim will be denied.

(2) If the Product is returned to us within 30 days of delivery, we will inspect the Product and determine whether the defect or nonconformity is covered by this limited warranty.

(3) If the defect or nonconformity is determined to be covered by this limited warranty, we will repair or replace the Product and ship it back to you at our expense within 30 days of receipt of the Product.

(4) If the defect or nonconformity is not covered by this limited warranty, we will notify you and provide you with a quote for repair or replacement of the Product.

(f) DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION (A) AND (B) ABOVE ARE 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) ARISING 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, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE BORROWED UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(h) 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 a defect or nonconformity of a Product. If the defect or nonconformity is not discovered within 20 days after delivery of the Product, the claim will be denied.

(2) If the Product is returned to us within 30 days of delivery, we will inspect the Product and determine whether the defect or nonconformity is covered by this limited warranty.

(3) If the defect or nonconformity is determined to be covered by this limited warranty, we will repair or replace the Product and ship it back to you at our expense within 30 days of receipt of the Product.

(4) If the defect or nonconformity is not covered by this limited warranty, we will notify you and provide you with a quote for repair or replacement of the Product.
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Operating environment with at least the minimum standards specified by Seller. Buyer understands and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate security measures to protect against unauthorized access, use, alteration, or destruction of the Licensed Software. This obligation includes complying with applicable cybersecurity standards and best practices. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case no longer than in 24 hours from discovery. “Cybersecurity Event” shall mean actions leading to the accidental or unlawful destruction, loss, alteration, or disclosure of, or access to, personal data transmitted, stored or otherwise processed. Buyer shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer’s expense in accordance with applicable laws, regulations, and standards. Buyer agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused by a Cybersecurity Event resulting from Buyer’s failure to comply with the Agreement or Buyer’s failure to maintain reasonable and appropriate security measures. Buyer is responsible for all damages. Where Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions.

22. TECHNICAL ADVISORY
Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the Products shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Seller. It is the Buyer’s sole responsibility to determine the suitability of the Products for use in Buyer’s application(s). The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT
Seller will indemnify the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States or European patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is apparent the third-party claim promptly provides any and all materials related to the claim it receives and Seller agrees to give Seller exclusive complete authority, information and access to the defense and disposition of the claim using counsel of Seller’s choice. Seller will not be responsible for any compromise or settlement made without Seller’s consent. Because Seller has exclusive control of resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Seller shall not incur any expenses on Seller’s behalf without its prior written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement with Seller’s prior written consent.

24. INDEMNIFICATION
Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer’s designs, drawings, or specifications; (b) Products used other than for their ordinary purpose; (c) combining any Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or if, not of, software provided with the Product released by Seller after the date of delivery under this Agreement; or (e) any act of commission, customization, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions as set forth above in Seller’s obligations to Buyer for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of this paragraph.

If a claim of infringement is made or if Seller believes that such a claim is likely, Seller may, at its option, and at its expense, procure for Buyer the right to continue using the Product; replace or modify the Product so that it becomes non-infringing; or accept return of the Product or terminate Buyer’s license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping Products it believes may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this subsection is subject to the limitation of Seller’s liability and, in any event, limited to the Aggregated Purchase Price for the Products in question paid by Buyer to Seller under the Agreement; (ii) Seller shall not be liable for any exemplary, incidental, consequential, statutory, punitive, special, or indirect damages of any kind, or any loss arising from business interruption, lost profits, loss or corruption of data, or loss of use, even if Seller has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of all remedies expressed. The Products are not considered to be goods for use primarily for personal, family, or household purposes, or consumer goods, for purposes of the Italian law. Seller makes no representation or warranties that the limitations of liability contained in the indemnification provisions of the Agreement (Sections 23 and 24 of these Terms and Conditions) and this Section 25 are a fundamental part of the basis of Seller’s bargain hereunder and Seller would not enter into this Agreement absent such limitations. To the extent permitted by applicable law, the limitations and exclusions of this Section 25 will apply whether liability arises from breach of contract, indemnity, warranty, tort (including but not limited to negligence), operation of law, or otherwise. Buyer will not bring a legal or equitable action more than one year after the first event giving rise to the action. Unless a shorter or longer period is mandatory in accordance with applicable law. If, for reasons other than a “force majeure” event, Seller should default or delay or not deliver goods, Buyer’s sole remedy against Honeywell is an option to cancel Buyer’s purchase order, through prior written notice to Honeywell.

26. SOFTWARE LICENSE. “Licensed Software” means software, including all related updates, changes, bug fixes and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties. License. Subject to Buyer’s compliance with the terms of this Agreement, Seller grants to Buyer and Buyer accepts a non-transferable, nonexclusive license, without the right to sublicense, to use the Licensed Software for the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. (a) Ownership. Seller (and its licensors(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 material. (b) Transfer of 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 under terms consistent with and no less stringent than the terms set forth in this Agreement. As except specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior express written consent. (c) Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making or distributing copies of the Licensed Software. 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 changes or modifications to 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) Negotiation of Other Licenses. Except as expressly granted herein, no license or right, including sublicense 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 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 made in writing, and if to, Buyer 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) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party 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 similar in terms as may be legal, valid, and enforceable shall be added herein.

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 Italy. 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 Italy.

32. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate, and any such press release or white paper will be subject to the parties’ mutual written approval, which approval will not be unreasonably withheld.

33. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party boro or as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party herto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Further, 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

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aggregate for bodily injury and property damages. Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify 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 carrier(s) that are rated a minimum “A-, X” by AM Best or equivalent rating agency. All 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 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. 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 to: (i) to cease immediately, or to refrain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to supply to Seller to be an authorized 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 tradenames, 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 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. 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 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; (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 use 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, impair, or detract from 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 and MOV***</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF Waived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benelux / DACH</td>
<td>3000 €</td>
<td>60 €</td>
<td>2.0%</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 posted 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 this is applicable to all other Buyers including without limitation Bronze Partners.