Honeywell Personal Protective Equipment (HPPE) Terms and Conditions of Sale
Version May 1, 2022

These terms and conditions of sale (“Terms and Conditions”) are effective on May 1, 2022 and supersede all previous publications covering (“Honeywell”, “Seller”, “we”, “us”, “our”, “heron”), and shall differ based upon the entity to which you have issued your purchase order, products or services (hereinafter referred to as “Products”). These Terms and Conditions are subject to change, so please consult Honeywell's order form or our website for the most current information.

1. PURCHASE ORDERS

Purchase orders are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be processed in the order of receipt and shall be subject to (a): (i) 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 accepted by Seller unless Seller has issued a written order confirmation. Seller’s sale of Products is expressly limited to the terms and conditions of this Agreement. These Terms and Conditions (and if applicable any separate agreement between us and you that specifically reference these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in writing signed by an authorized representative of each party. Any course in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

Prices, conditions, and methods of payment are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

2. PRICING

A. Unless stated otherwise in the Seller’s offer confirmation, prices are CIF (Incoterms 2010). Buyer is liable for all other transport, packaging and insurance costs of delivery. Prices are exclusive of all applicable value added tax for which the Buyer is additionally liable. Prices are subject to change including any increase or decrease which may be added or removed during the period of time. Prices are subject to change, including any increase or decrease which may be added or removed during the period of time. 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 prices quoted or offer of product obsolescence are noncancelable and nonrefundable. Honeywell reserves the right to modify Buyer’s orders during the period between notification of and the effective date of the price increase; if Buyer’s order volume during that time period is more than five percent (5%) 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 to new or follow-on orders or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party labor, content; (c) impact of duties, tariffs, and other foreign government actions; and (d) increases in material costs or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”). Economic Surcharges shall not exceed 15% from the total Purchase Order value. Such Economic Surcharges do not apply if the Purchase Order is delivered within four (4) weeks after the Purchase Order has been placed. 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, Buyer may not pay any portion of the invoice, including the surcharge, until the dispute is resolved.

3. ORDER MODIFICATIONS

Buyer may request add-on 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 to (a) Seller’s right to reject or require such request in its sole discretion, and (b) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHRIVING TERMS

Delivery dates are estimates. Delivery terms for Products are CIF (Incoterms 2010) Seller’s designated facility. Risk of loss or damage to Product passes to Buyer upon delivery, which is the point where the Product is taken as charge by the carrier. Seller shall invoice Buyer for all freight, insurance, and any other costs incurred in connection with the delivery of Products to Buyer’s facility. Buyer shall pay all shipping, customs, and any other charges incurred in connection with the delivery of Products to Buyer’s facility. Buyer shall pay all shipping, customs, and any other charges incurred in connection with the delivery of Products to Buyer’s facility.

5. ACKNOWLEDGMENTS

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

Seller will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period of time after delivery set to exceed thirty (30) calendar days. Products will be presumed accepted unless Buyer receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed by the parties. Seller is not responsible for reasonable time to repair or replace rejected Products, at no option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller’s designated facility for the return of properly rejected Products. Failing shipment, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all shipping costs 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, in its sole discretion, also 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 custom or special 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 the shipment occurs. Unless Buyer has been approved for credit terms by Seller, payment for all orders will be made at the time of order placement. In the event Buyer has been approved for credit terms, payment for that order will be due no later than thirty (30) calendar days from the date of the 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 order, or cancel orders. If not required to provide a headroom for the initial invoice, the balance due must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing and must be accompanied by 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 of the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments 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. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (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 payment due date or the issuance date of the corrected invoice, whichever is later. If Buyer is deficient in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts and interest that are 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 allowed by law of interest; (c) stop, cancel or suspend all future orders and deliver previously placed; (d) accelerate the date of payment; (e) recover all cost of collection, including but not limited to reasonable attorneys’ fees; (f) withhold from Buyer any rebate payments; (g) suspend production, shipping, or delivery; (h) modify or withdraw credit terms, including but not limited to requiring advance payment or deposit; (i) alter or modify the payment confirmation method in place for that invoice; or (j) 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. This section shall apply in addition to all other terms and conditions of 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, whether imposed levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes as 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, 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.

11. PACKING

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for airfreight.

12. BUYER CAUSED 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 is entitled to adjust price, 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 may include but is not limited to: (a) delays or refusal by third parties to grant an export license or the suspension or revocation thereof or, to embargo, blockades, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement; (b) fires, earthquakes, floods, tropical storms, hurricanes, tornados, droughts, floods, landslides, plagues, epidemics, pandemics, quarantines or regional medical crises, (c) shortages or inability to obtain materials or components, (d) labor strikes or lockouts, (e) riots, strife, insurrection, civil disobedience, landlord evictions, armed conflict, terrorism or war, declared or not, or (immediately after that of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (h) inability or refusal by Buyer’s directed third party to provide Seller services, services, manuals, or other information necessary to the Product or services to be provided by Seller under the Agreement. If a force majeure event causes a delay, then the time 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 HARDSHIPS

If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstock, or Product) increases by more than five percent (5%) of the production or purchase costs for the Product on the date Seller entered into this Agreement, then Seller, 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 (10) days written notice to Buyer.

15. TERMINATION/SUSPENSION

Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unauthorized 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 fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (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; (iv) Buyer ceases to function as a going concern, suspends or ceases to conduct its business or operations in the normal course of business (including the failure to meet any of its obligations or any receiver is appointed to such assets or if any proceedings relating to Buyer under any bankruptcy or insolvency law is 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, 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 Buyer or death of any principal owner of Buyer; (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted for any felony or confers or embezzles or property or funds of others; (viii) any conduct or practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (ix) if the Buyer is a distributor or other reseller, the Buyer sells or 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 debt, claim, or cause of action accruing prior to the other breaches or termination. The remedies of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or law.

16. COMPLIANCE WITH APPLICABLE LAW

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other governmental actions affecting the Agreement (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the collection and disposal of any Product as required by WEEE Directive 2012/19/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear 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 or regulations concerning (i) prohibition against commercial bribery or giving any value of anything to any governmental official or candidate for political office in exchange for commercial advantage of Buyer, (ii) prohibitions on exporting or facilitating exports of chemical, biological, weapon of mass destruction, nuclear, missile or nuclear fusion or fission, or any use or handling of any nuclear material until Buyer, at no expense to the Seller, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to the Seller and adequate in the Seller’s opinion to protect Seller against any liability under this Agreement. Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer’s failure to comply with its covenants with respect to the obligations under this Agreement. Buyer agrees that to the extent ofBuyer’s liability, Buyer will indemnify Seller against any type of liability, including consequential, special, or punitive damages, that Seller may suffer. Buyer’s indemnification shall extend to any government or 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 antitrust provisions in connection with the performance of this Agreement, the Buyer must promptly notify Seller in writing of such violation. Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

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/good-conduct/Compliance_Laws. 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 Laws”). 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, solicit, pay, or give, 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, government-related 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 company; or
   (ii) any Person that the Buyer knows has or reason to know that all or a portion of such money or thing of value will be offered, given, promised, directly or indirectly, to any Restricted Person; or
(b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents, to best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of the FCPA or other Anti-Corruption Law.
(c) That, in the event any provision 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 comply with all applicable laws and laws or policies of the United States or in the jurisdiction(s) where the Buyer intends to do business.
(d) That it will maintain accurate books and records in accordance with its internal procedures along with its normal accounting, financial, and tax expense, may and may have to determine Buyer’s compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of any such violation of the FCPA or other Anti-Corruption Law.
(e) That no Resticted Person has a right to share 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 employees or officials of the government of the United States or any other jurisdiction where the Buyer intends to do business.
(g) That it shall 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.
(h) That, upon request by Buyer or Seller, shall make the above 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 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 certifies that, In the event of a breach of these certifications by Buyer, Seller may suffer damages, including but not limited to loss of business which would not otherwise be provided by or available to Buyer.

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 the violation by Buyer of this Agreement, or violation of Seller’s or Buyer’s obligations to governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Honeywell Personal Protective Equipment (HPPE) Terms and Conditions of Sale Version May 1, 2022
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. Buyer agrees to provide all the requested information and make any records available for interviews. Buyer agrees that Seller may disclose information relating to probable violation of these anticorruption provisions to relevant government agencies.

If Buyer subcontracts any of the services to a subcontractor, subagent, or any other third party, Buyer will notify, in writing, the subcontractors of those anticorruption provisions and obtain written certification of a written agreement exists between Buyer and the subcontractor. Buyer will include similar anticorruption representations as material terms of that agreement. Failure by Buyer or its subagent or subvendor to adhere to these representations and to comply so comply with these anticorruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

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

19. DATA COLLECTION, TRANSMISSION AND USE. Buyer acknowledges that Honeywell collects information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input, power status and management, such use being with or without faults, and any security statistics. Such audit can be executed only (a) at any time after (b) audit levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize user experience, or to respond to quality or performance of any modification of such Products. Buyer acknowledges that personal data collected by the device may be shared with third parties and shared with Honeywell affiliates located outside of European Union, as in US, India or Mexico. No end user identifiable data will be collected other than the identity of all resellers that are collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA. The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information exchanged between the parties and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show (a) is publicly known at the time of disclosure, (b) becomes publicly known through no fault of the receiving party, (c) to which the receiving party had received confidential disclosure from recipient at the time of disclosure through no wrongful act of recipient, (d) received by recipient from a third party without restrictions similar to those in this section, or (e) independently developed by recipient. Each party shall retain all of its confidential information in such party’s possession or under its control, in any form (whether in whole or in part) and shall keep such information confidential in the same manner as the Agreement requiresSeller to keep any information received in accordance with the Agreement, and to further, such information shall be used only, and solely, for the purposes of fulfilling the Agreement and to perform the Seller’s obligations under the Agreement.

Buyer shall not disclose or use any of such information except as is expressly authorized by Seller or as otherwise provided in the Agreement. Buyer shall require repair or replacement of any Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

3. Warranty. 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 defectiveservices or refund fees paid for the services, at Seller’s sole election, 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 NOT APPLICABLE TO ANY 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 HARDWARE COMPONENT). IN WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, SERVICED, OR SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENTS (INCLUDING WITHOUT LIMITATION A “SHRUNK WRAP” LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(d) 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 NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATIONS OF SELLER STATED IN SECTION 21 (A) AND (B) ABOVE ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR LOSS, DAMAGE, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF THE DELIVERY, PERFORMING, FAILURE OR DISMAL PERFORMANCE OF THE PRODUCTS. UNLESS SUCH LIABILITY OR OBLIGATION FOR DAMAGE CANNOT BE LAWFULLY EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW, SELLER’S LIABILITY, OR THAT OF SELLER’S SUPPLIERS AND SUBCONTRACTORS, FOR ANY SUCH DAMAGE, LOSS, NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON BUYER UNLESS SET FOR WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(e) Misuse. Obligations. 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 twenty (20) days of discovery of a defect. You must retain all applicable records for the duration of the warranty period.

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

(3) The provisions of this Agreement are intended to apply to any Product and, unless otherwise specified in the Agreement, software is provided on an “as is” basis only. All defects in the Products shall be corrected or the Product repaired at Seller’s expense, or Buyer may return the Product to Seller for repair or replacement at Seller’s option and, in the event that a Product is returned to Seller, Seller shall replace the Product with a new, reconditioned, or refurbished unit of similar quality and function. Buyer shall bear the cost of return shipping. This warranty is void if the Product has not been purchased with or serviced by or any party authorized by Seller as repair facility. Buyer’s remedies and Seller’s aggregate liability with respect to the warranties provided by Seller in this section are set forth in and are limited by this section and the “Limitation of Liability” section of this Agreement (section 25).

(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any of such component, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall bear all the expense of shipping such Product to Seller, except as otherwise agreed by Seller. 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 Buyer’s original location at Buyer’s expense or, if only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the claimed defect or non-conformance actually exists and was not caused by any improper installation, testing, or use; any misuse or neglect; any failure of electric current, air, water, rain, storms, or other weather conditions; any acts of civil or military authority, theft, fire or other similar events; or any defect or damage arising from failure to properly load, install, repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(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
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 defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes any United States or European patent or copyright and will defend and indemnify Buyer for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is served of the third party claim promptly provides any and all materials relating to the claim it receives from Buyer and promptly and in complete detail, authority, information, and assistance (at Seller’s expense) for 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 over resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer must make any necessary expenditures 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 without Seller’s pre-warn consent thereunto.

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; (e) failure of software provisioned by the Product released by Seller, or (e) any alteration, 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 under the same terms, conditions, and procedure applicable to Buyer in the event that Buyer is sued for any damages to any third party or to any property for any reason.

24. INDEMNIFICATION. Buyer shall indemnify Seller for all costs and damages, including attorneys’ fees, suffered by Seller as a result of Buyer’s actual or threatened breach of these terms and conditions.

25. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT AND UNLESS SPECIFIED OR OBLIGATED FOR DAMAGE, CANNOT BE LAWFULLY EXCLUDED OR LIMITED UNDER THE LAW: (A) SELLER’S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROPERTIES TO BUYER IS LIMITED TO AN AMOUNT LESS THAN THE PRICE PAID BY BUYER FOR THE PRODUCT; (B) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY LOSS ARISING FROM BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS; (C) SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT; (D) SELLER DISCLAIMS ANY LIABILITY ARISING FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BE LIABLE A LEGAL OR ETHICAL OBLIGATION TO THE SAME PERSON OR ENTITY MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW.

26. SOFTWARE LICENSE. “Licensed Software” means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not a taste 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 in 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 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 material. (b) Transfer of Licensed Software. Buyer may transfer its license to use the Licensed Software and any accompanied property rights to a third party only in conjunction with Buyer’s sale of any Seller or Seller 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 in terms consistent with and no less stringent changes. Buyer shall deliver certificates to Seller, containing therein a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the rights of the waiving party to enforce any provision or right thereto.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or intellectual ownership either intellectual or other, relating to the Software. Products of either manufacturer belong to 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 Buyer’s authorized representative at the address 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 or, if to Seller, or its authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. Any potential dispute relating to the Agreement will be subject to the exclusive jurisdiction of the Court of Amsterdam, the Netherlands (over het bank der Nederlanden).

29. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper shall be subject to the parties’ mutual written approval, which approval will not be unreasonably withheld.

30. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisor, or other representative of 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.

31. 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.

32. 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: 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. Accident on the Products of Seller. Buyer shall, at Seller’s request, provide such evidence of insurance as Seller shall reasonably require, including certificates of insurance.

33. ASSIGNMENT; SUBCONTRACTING. Neither party will assign any rights or obligations under this 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 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. Subject to the above, this provision excludes the transferability within the meaning of article 3:332 of the Dutch Civil Code (‘sluit van overdracht of aansprakelijkheid’). Notwithstanding anything to the contrary, Seller shall 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.

34. 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.

35. CHOICE OF LANGUAGE. The language of contracts and correspondence will be the English. In the event that this Agreement is translated into other languages, the English version alone will be authoritative and will prevail over the other language versions.

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 immediately acting as a distributor of Seller.
and abstain from making further sales of Products, except with the written approval of Seller, provided, however, that Distributor shall have the right to repropel 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 signs, 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 authorized to sell and only in the territory in which Buyer is authorized 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 store and maintain 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 (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, 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 in 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 any 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, 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 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.

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**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 ≥ MOV***</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benelux / Darcy / France</td>
<td>3000 €</td>
<td>60 €</td>
<td>2.0%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Italy/Portugal/Spain</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Ireland</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>CEE</td>
<td>3000 €</td>
<td>80 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Nordic</td>
<td>3000 €</td>
<td>115 €</td>
<td>7.0%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
</tbody>
</table>

* Honeywell prepaid freight will be limited to Platinum, Gold, and Silver Partners as defined in Honeywell partner programs and policies 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.

**RETURNS.** Returned Materials Authorization (RMA) must be requested within 60 days of when the goods are received. Returned materials shall not exceed three percent (3%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in salable condition, in standard Honeywell-ordernumber quantities, and have been shipped within the past 60 days. Returned materials not deemed salable, at the sole discretion of Honeywell, will be disposed of or returned at Buyer’s expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-refundable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. If product is to be returned to Honeywell, it must be received within 60 days of the RMA issue date. If product is not received by then, the RMA will be cancelled and credit or free replacement will not be issued. Materials returned without such authorization will be disposed of or returned at Distributor’s expense, and no credit will be issued. The 20% restocking charge may be waived, in Honeywell’s sole discretion, if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA), Emergency Escape Apparatus (EEA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EBA and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or Natural Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.