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, in respect of Products, including without limitation, Bronze Partners, Buy will be entitled: (i) 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; (ii) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

Trademark.

The following provisions shall apply in distributor or reseller agreements:

(a) License and Use of Trademarks. Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the Trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorised to sell and only in the territory in which Buyer is authorised to sell (the “Territories”). The Trademarks will be used in connection with Buyer’s marketing, sale, installation, and servicing of the Products. Upon termination or expiration 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 Trademarks will be used in conjunction with Buyer’s marketing, sale, installation, and servicing of the Products.

(b) Acknowledgment of Rights and Trademarks. Seller 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 without limitation, any goodwill which 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 will not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use or allow the Use of the Trademarks in a manner which is contrary to Seller’s interests; (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, 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, acronym, identifier, 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 Seller. Buyer shall promptly review the Copy received from Buyer and shall not unreasonably withhold its consent to use the Trademarks. Seller reserves the right to refuse to accept any or all of the Copy that is contrary to Seller’s interests.

RETURN.

Authorisation for return of merchandise must be obtained in writing. Returned materials shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorisation (RMA) number provided by Honeywell Customer Service. The RGA/RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such materials are in new condition, in the original Honeywell packaging, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.
liability under this section shall be limited to passing on to Customer, to the extent it is able to do so, the benefit of any manufacturer’s warranty received by it.

14. HONEYWELL shall provide the Services with reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL’s sole liability (save for liability arising from death or personal injury caused by negligence) shall be (a) to re-perform the relevant Services without charge to Customer (b) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents.

15. Customer shall notify HONEYWELL with full written details as soon as reasonably practicable, and in any event within 30 days, after becoming aware of any failure to which sections 20 or 21 refer. Customer shall allow HONEYWELL and its representatives every facility to investigate the reported failure.

16. HONEYWELL excludes to the maximum extent permissible by applicable law all conditions, warranties and representations, whether express or implied, statutory, customary or otherwise.

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

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

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

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