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

TERMS & CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") are effective on May 1, 2022 and supersede all previous communications covering the sale of Products to Buyer. Such terms and conditions are included herein as the "Agreement." References to "Buyer," "you," or "your" are to the purchasers of our Products. Certain terms are defined throughout the Agreement. If any separate agreement between us and you that specifically references these Terms and Conditions (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of each party. Any 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) the Exceptions; and (iii) the Terms and Conditions.

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 of applicable set to settle payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation.

Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, and/or different terms and conditions of Buyer’s purchase orders or other agreements, understandings or representations are deemed to be material alterations and are rejected and not bound upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions set forth herein in the Seller’s obligation to deliver from Seller constitutes Buyer’s acceptance of these Terms and Conditions in their entirety.

Unless otherwise agreed by Seller, all Purchase Orders must be placed through Honeywell Partner eCommerce Platform (https://shop.honeywellsafety.com) or any successor website advised by Seller in writing. If Buyer is allowed by Seller in its sole discretion, to place manual Purchase Orders, a charge of USD 35 (or EUR equivalent) may be assessed to any manually placed Purchase Order.

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.

B. Any discounted price or charge ("Discount") for the Products for which payment has not been made, (b) other than in the normal course of business, 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 new Purchase Orders in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variations; (b) increased cost of third-party content, labor, and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation, or other material change. "Economic Surcharge" means any surcharges which are assessed from the total Purchase Order value. Such Economic Surcharge does not apply if the Purchase Order is to be delivered within forty (40) calendar days after the Purchase Order has been placed.

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 Seller’s right to accept or reject such request in its sole discretion, and (e) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except as Seller is responsible for obtaining any necessary import license. Risk of loss of Products passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer from the site where they are stocked, upon thirty (30) days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all Products will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer’s acts or omissions. Title to Products passes to Buyer upon full payment.

Seller will schedule delivery (and make 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 orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order confirmation.

5. ACKNOWLEDGMENTS.

Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer’s delivery date, Seller will notify Buyer via email, 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 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 to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its 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. Following initial delivery, the party承担s 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, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS.

No purchase order may be canceled by Buyer without the prior express written consent of the Seller which consent shall be in Seller’s sole discretion and subject to payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specially manufactured products, or for non-stock, 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. 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 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, including open orders. Buyer is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing and 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 a service fee in the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unpaid payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off any unpaid cash amount against any Buyer past due invoice(s) at its sole discretion. An unpaid payment shall mean payments received from Buyer without a separate 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 calendar days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corresponding invoice must be paid by the original invoice due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquements and interest that is due are paid. Additionally, Seller may decline: (a) payment received in excess of the amount paid; (b) charge interest on delinquent amounts at a rate of ten (10) percentages points above the base interest rate applied by the European Central Bank to its main refinancing operations or the maximum rate permitted by law if lower, for each full or partial month in which payment is overdue; (c) recover all costs of collection including but not limited to reasonable attorneys’ fees, (d) withhold from Buyer any rebate payments; (e) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security, or terminate any program or other benefit; or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer’s credit standing at all times. Buyer may not set off any invoiced amounts against sums that are due from Seller or any 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 by any government, collected within or outside the United States treated as if transferred to the United States and re-exported, unless the Tax is required or withheld as the result of any other license. The invoice price for the Products does not include any Taxes. Seller will invoice Buyer for Taxes at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had 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
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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 airfreight.

12. BUYER CAUSE DELAY.
Seller is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. IfBuyer 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 the default of a 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: (i) delays or refusal to grant an export license or the suspension or revocation thereof, (ii) embargoes, blockades, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, (iii) fires, earthquakes, floods, tropical storms, hurricanes, severe weather conditions, or any other acts of God, (iv) epidemics, pandemics, quarantines or regional medical crises, (v) shortages or inability to obtain materials or components, (vi) labor strikes or lockouts, (vii) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not or (vii) impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property, and (ix) inability or refusal by Buyer’s directed third party to provide Seller, parts, manuals, or other information necessary to the performance of 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 energy, labor, materials, transportation, raw material, feedstocks, or freight) increases by more than five percent (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 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 3 calendar days after receipt of written notice of non-payment; (iii) Buyer assigns this Agreement or any rights hereunder, or (iv) Buyer ceases to function as a going concern suspends or ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed of Buyer’s assets, or 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 other persons; (vi) dissolution of Buyer, or (vii) suspension of a principal owner of Buyer (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted for felony or converts or embezzles any property or funds of others; (viii) any act or practice by Buyer occurs which is detrimental or harmful to the good name, reputation, or goodwill, of Seller or Seller’s reputation, (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 to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity.

Any party may suspend performance under this Agreement if Buyer’s expense if said performance may cause a safety, security, or health risk.

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, 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 fission or fusion, 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, regulations concerning (i) the prohibition against exporting or facilitating the export, directly or indirectly, of Products to countries which are embargoed by the United States or other applicable international, national or national sanctions, (ii) prohibitions against compliance with the boycott of certain countries covered by US anti-boycott legislation; and (v) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transshipment, storage, use, or disposal of the Products, and shall promptly inform Seller of any change in the status of the Products. If Seller determines that Buyer’s or its customers’ non-compliance with Export/Import Controls. Buyer shall include provisions in its agreements with its customers that require compliance by such customers with the terms of this section. If Buyer fails to agree to a freight forwarder, then Buyer’s freight forwarder will export on Buyer’s behalf, and Buyer will be responsible for any failure of Buyer’s freight forwarder to comply with Export/Import Controls. Seller will provide Buyer’s designated freight forwarder with required commodity information. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the Products, services, or technical data in connection with any nuclear or chemical, or biological weapons.

Seller will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller’s ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, export, re-export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s performance; or (3) delays due to Buyer’s failure to comply with applicable import, export, re-export, or re-export laws or regulations.

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 (“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, the European Union Common Foreign and Security Policy or other governmental authority; (ii) organized under the laws of, or has an office or agency located in, a country that is subject to 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 Crimean region); or (iii) owned or controlled, directly or indirectly, 50% or more of the aggregate by one or more Sanctioned Persons.

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

Buyer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S. Government.

Buyer’s failure to comply with this provision will be deemed a material breach of the Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

18. ANTI-CORRUPTION LAWS AND CODE OF BUSINESS CONDUCT.
Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the “Code of Conduct”) which is available at: https://www.honeywellsafety.com/about-us/ethics-and-conduct/.

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, 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, public or international organization; (B) any political party or party official; (C) any candidate for public office; (D) any officer, director, shareholders 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 thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.

(b) that the Buyer not only its shareholders, directors, and key officers, agents, to its best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law.

(c) that, in the event after execution of this Agreement, Buyer becomes, or proposes to become, a Restricted Person, Buyer shall immediately notify its legal representatives, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure compliance with all applicable laws, regulations or policies of the United States or in the jurisdictions in which the Business is conducted.

(d) that it will maintain accurate books and records in accordance with the internal procedures along with supporting documentation. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer’s compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in such an audit.
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(e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable or promised to any person.

(ii) 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, if such employment or compensation would subject the Seller or its suppliers to sanctions or any U.S. or foreign law, regulation, or policy in the United States or the other jurisdiction where the Buyer intends to do business.

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

(ii) In the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCAP, 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 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 the FCAP 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 all funds paid in contravention of such laws.

If Buyer learns of any violations of the above anti-corruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell’s (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department and/or (c) Business Sponsor or Strategic Business Group President in writing, of the Buyer’s knowledge or suspicion of any such agreement to coordinate fully in Seller’s investigation to determine whether a violation of the provisions stated herein has occurred. Buyer agrees to provide all the requested documents and make employees available for interviews. Buyer agrees that Seller may disclose information relating to probable violation of these anti-corruption provisions to relevant government agencies.

If Buyer subcontracts any of the services to a subcontractor, subagent, or any other third party, Buyer will notify, in writing, the subcontractors of these anti-corruption provisions and obtain a written certification of compliance. Where a written agreement exists between Buyer and the subcontractor, Buyer will include similar anti-corruption representations as material terms of that agreement. Failure by the Buyer, or any subcontractor, to follow under this Agreement, is to comply with these anti-corruption representations will be considered a material breach of this Agreement and will be grounds for immediate termination, without prior notice.

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

19. DATA COLLECTION, TRANSMISSION AND USE.
Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, but without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity 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 customer usage, development, and quality control/improvement of such Products. Such information may include, but is not limited to, tracking information, device information, and be shared with Honeywell affiliates located outside of European Union, as in USA, India or Mexico.

No end-user identifiable data will be provided to any third party. Buyer shall notify all resellers that Seller is 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 shall remain the property of the disclosing party 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 is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its respective information, including, but not limited to, distinction rights in patents, copyrights, trademarks, and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

Seller (“Data Processor”) will process personal data of the Buyer (“Data Controller”) and its customers (“end user”) for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end user to data protection authority related to data processing by the “Data Processor” will be responded promptly and fully. Shall Buyer require additional documentation and standard provided toBuyers, Seller will provide at Buyer’s costs. Shall the Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled properly and at Seller costs. Buyer has the right to audit Seller’s compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least 30 days prior notice; (ii) occur during normal working hours and (iii) shall not interfere with regular course of business. Any costs related to the audit will be born only by the Buyer. Upon termination of the Agreement, Seller shall cease or anonymize the personal data of the Buyer or the end user, at its discretion.

21. WARRANTY TERMS.
Subject to the provisions of this section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for a period of twelve (12) months from the time of shipment by Seller or a period of time that is published for a Product by Seller from time to time commencing on the date such Product is delivered to Buyer (the “Warranty Period”), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided “AS IS” with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 21 are the only warranty provided by Seller with respect to the Products sold hereunder, and may be modified or amended only by a written instrument signed by Seller and accepted by customer. The warranties do not apply if the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorized by Seller as a repair facility. The customer’s remedies and Seller’s aggregate liability with respect to the warranties provided by Seller in this section 21 are set forth in section 21 and the “Limitation of Liability” provision of the Agreement (section 25).

(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, Buyer may notify Seller of such defect. Provided that Buyer has agreed that Seller shall not bear 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) inspect the defect, (2) repair or replace such Product, and (3) 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 exists and was not caused by any improper installation, testing, or use; any misuse or neglect; any failure of electrical power; any acts of God, accident, fire or other hazard; Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(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 hereunder is a sole remedy under this warranty is that Seller will correct or re-perform defective services 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 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A “SOFTWARE LICENSE AGREEMENT” OR “LICENSING AGREEMENT”) IF ANY APPLICABLE TO SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS 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 NON-INFRINGEMENT 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 DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, PERFORMANCE OF THE PRODUCTS, REPAIR OR REPLACEMENT (AT SELLER’S OPTION) OF SUCH REMOVED PART OR PRODUCT, OR IN CONNECTION WITH ANY DAMAGES, INJURIES, OR ANY CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL THEORIES, WHICH IN THE AGGREGATE MAY RESULT FROM THE USE OF THE PRODUCT DESCRIBED IN SECTION 21. THE ABOVE LIMITATIONS AND DISCLAIMERS ARE NOT INTENDED TO BE LIMITED TO THE SELLER WILL BE BUNDLING 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. You must return the defective Product to us within the Warranty Period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned Products within 30 days or they will be cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the User’s Instructions which shall include prompt replacement or repair of defective parts, and the replacement of parts per the maintenance schedule as prescribed in the User’s Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service. Also Seller will provide to us for return a goods authorization (RGA) form Material Authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be
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(2) accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.

(3) Honeywell willrespawn at Buyer's cost and at Buyer's expense. Buyer shall inspect and approve in writing all of the terms and conditions of each warranty, including providing reasonable assistance with respect to product recall or other warranty actions by Seller, subject to the obligations of Seller set forth hereina

(4) Seller shall not be liable under this limited warranty if the Product has been exposed or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller's instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to follow the warranty instruction, or other maintenance or repair neglect, or negligence after shipment to Buyer; (c) damage caused by any failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashbulbs, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by normal wear and tear or maintenance.

(5) This limited warranty does not extend: (1) to any Product determined by Seller to have been used after having arrested a fall; (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions; and (3) to any first-sale Product that complied with applicable EU and Spanish regulations during the Warranty Period.

(6) Seller does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Seller. Buyer is responsible for providing and maintaining an operating environment with at least the minimums as specified by Seller. Buyer understands and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes but is not limited to complying with applicable laws and regulations, and ensuring that any Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any event no longer than in 24 hours from discovery. “Cybersecurity Event” shall mean actions leading to the accidental or intentional unlawful destruction, loss, alteration, unauthorized access, misuse, unauthorized disclosure, access, transmission, stored or otherwise processed. Buyer shall take reasonable steps to immediately remediate any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer’s expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to provide forewarn data and evidence in response to a Cybersecurity Event. Buyer will provide and make available any 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 relating to the Product and the information used therein, and the network environment.

(7) 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 ADVICE
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 warranty liability

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 infringes on a valid United States or European Patent, and indemnify and hold harmless for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim promptly provides any and all materials related to the claim to Seller in Buyer’s possession and agrees to give sole and complete authority, information, and assistance (at Seller’s expense) for the defense and disposition of the claim used concerning 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. Buyer 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 without Seller’s prior, written consent thereto.

Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer’s designs, drawings, engineering specifications, or instructions or other information provided to Seller; (b) combination of 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; (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 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 own 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 Product deliveries may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

This provision states the parties’ entire liability, sole recourse, and their exclusive remedies with respect to claims of infringement. All other warranties against intellectual property rights, Statutory, express, implied, or other are hereby disclaimed.

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, except in case of bad faith or fraud, Seller’s aggregate liability in connection with the Agreement and the sale of Products and provision of services to Buyer, regardless of the form of action giving rise to such liability, is limited to the maximum of the following:

(a) in the case of any claim based upon Seller’s failure to perform any of its obligations under the Agreement, the aggregate amount which will not exceed the aggregate purchase price for the Products or services described in the claim; or (b) unless otherwise set forth in the agreement, 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. Loss, profits, Loss of Data, or other incidental, special, indirect, or consequential damages.

If Seller has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of any limited remedy, the parties express agreed that the products are not considered to be goods for primarily for personal, family, or household purposes, or consumer goods, for purposes of the Spanish applicable regulation on consumers protection, the limitation of 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 limitation 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 a cause of action. A short statutory period or time limit specified by 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, upgrades, revisions, and documentation, insofar 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 to Buyer’s compliance with the terms of this Agreement. Seller grants to Buyer and Buyer accepts a nontransferable, nonexclusive license, without the right to sublicense, 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 not to receive 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. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s prior express written consent. (b) Copiers. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made. (d) Protecting Integrity. Buyer may not directly or indirectly make any effort to reconstruct 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 content. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. (e) Notice of Other Rights. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Seller to Buyer.

27. INTELLIGENT PROPERTY RIGHTS INCLUDING PATENTS
Buyer recognizes that all rights or intellectual ownership either intellectual or other, relating to services, to Products, or other manufacturer belong neither 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 or, if to Seller, to Seller’s authorized representative at the addresses set forth in this Agreement between the parties to which each address for such purpose is requisites. All notices will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after delivery 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 overnight, upon receipt from the receiving Party confirming receipt of the notice.

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

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

32. 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 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 hereto as the partner, joint venturer, employee, agent, servant, franchisee, 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 aspect.

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

35. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages; Seller 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: (i) to cease immediately acting as a distributor of Seller and abstain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to resell 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 trademark 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 use 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 accrue 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 use the Trademarks for any purpose in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trademark 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, own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trademark 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 of 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 and 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 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 Waived (Platinum, Gold and Silver Partners Only)*</th>
<th>Freight Cost – Order Value &lt;$MOV**</th>
<th>Freight Cost – Order Value &gt; or = MOV***</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benelux / DACH / France</td>
<td>3000 €</td>
<td>60 €</td>
<td>2.0%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Italy / Portugal / Spain</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>Ireland</td>
<td>1500 €</td>
<td>75 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>CEE</td>
<td>3000 €</td>
<td>80 €</td>
<td>4.5%</td>
<td>1500 €</td>
<td>25 €</td>
</tr>
<tr>
<td>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 the goods being received. Returned materials shall not exceed three percent (3%) of Buyer’s prior 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-order multiple quantities, and have been shipped within the past 60 days. Returned materials not deemed salable, at the sole discretion of Honeywell, will be disposed of or returned at Buyer’s expense and no credit will be issued. Inspected and returned, 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 maybe waived, in Honeywell’s sole discretion, if accompanied by a replacement purchase order for the same or higher value than the return. All other return terms and conditions apply.

**Exceptions:**

(a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA); Emergency Escape Apparatus (EBA) 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) EIBs 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 conjunction with natural disasters, pandemic, or like situations may not be returned once shipped and billed.

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