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," or "our") herein, and shall differ based upon the country to which you are issuing your purchase order. These terms and conditions (also referred to as "Products"). References to "Buyer," "you," or "your" are to the purchasers of our Products. Certain country, line of business and product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Schedule A attached hereto. Unless otherwise noted in the Exceptions, each Exception shall be read in conjunction with the corresponding terms and conditions herein. 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 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 (if any); (ii) the Exceptions; and (iii) the Terms and Conditions. Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes.

1. PURCHASE ORDERS

Purchase orders are non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement; (b) order number; (c) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location in 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 herein, by conflicting, adding or deleting different terms or conditions on Buyer’s purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditioned upon Buyer’s assent to the terms and conditions herein contained in their entirety. Buyer’s acceptance of delivery 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 successful website advance inquiry 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 responsible for all other tax, transportation and insurance costs of delivery. Prices are exclusive of all applicable duties, taxes (including but not limited to sales, value added, and other governmental taxes, fees and surcharges), and all other charges incurred by Seller in shipping Product to Buyer, and Buyer shall pay such costs pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 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.

3. ORDER MODIFICATIONS

Buyer may request add-ons or changes to quantities in an order within 24 hours of order placement (or later in Seller’s sole discretion), provided that the order is open and not in a shipping status or closed, and subject in full to (i) Seller’s right to accept or reject such requests in its sole discretion, and (ii) any price or schedule modification that may be required by the change request, as determined by Seller in its sole discretion.

4. DELIVERY/SHIPPING TERMS

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller’s designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to Products passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, and other 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 freight collect. Within 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 use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer’s order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller reserves the right to ship 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 phone, fax, email, postal mail or order confirmation.

6. INSPECTION AND ACCEPTANCE

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable time after delivery. If Seller is not notified of any such failure, as noted above not to exceed thirty (30) calendar days. Products will be presumed accepted unless Seller 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 and/or such specifications 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 products. If Seller elects to ship Products following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection is improper, 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 shall be in Seller’s sole discretion and subject to (i) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specialty manufactured products, or for non-stocked, extended-lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT

Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. 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 30 calendar days from the date of the invoice, or otherwise in writing. If a shorter time period is specified on the invoice or otherwise in writing, Buyer will have a reasonable opportunity to repair or replace 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 products. If Buyer elects to ship Products following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection is improper, Buyer will be responsible for all expenses caused by the improper rejection.

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 unless at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

11. PACKING.

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for 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. 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 shall not be limited to: (a) delays or refusal to grant an export license or the suspension or revocation thereof, (b) 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, (c) fires, earthquakes, floods, storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) epidemics, pandemics, quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (h) inability or refusal of Buyer’s directs third party to provide Seller parts, services, manuals, or other information necessary to the Products or services to be provided by Seller under the Agreement. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed for any period of 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, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) 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 (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 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 written notice or any of its shareholders, directors, officers, or transferee of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of 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 converts or embezzles any property or funds of others; (viii) any conduct or practice by Buyer 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) Buyer breaches any 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 use of any of these remedies under this clause are not exclusive of any other remedies that a party may be entitled under this Agreement or law.

Seller may suspend performance under this Agreement at Buyer’s expense if Seller determines that 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 regulatory requirements related to or arising from the sale, transfer, use, and disposition of Products, including any applicable export control laws, export, anti-corruption and anti-bribery laws, and the Yulin Agreement, as well as all applicable laws, rules, regulations, and other requirements of any governmental entity or international organization or entity to which Buyer is subject. Buyer agrees that Buyer will be responsible for the compliance of any authorized agent with all applicable laws, rules, regulations, and other requirements of any governmental entity or international organization or entity to which Buyer is subject.

Buyer and Seller will work cooperatively to ensure that all relevant laws and regulations are complied with and that no Persons or entities involved in the authorization and sale of the Product by Seller are subject to any applicable Sanctions.

Buyer will not allow the Products to be shipped or delivered to any country or persons sanctioned under any Sanctions list, including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea region, or any government, entity, or person controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Buyer is in compliance with all applicable laws, rules, regulations, and other requirements of any governmental entity or international organization or entity to which Buyer is subject.

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 anything of value to a foreign government official for political reasons or personal gain (including, but not limited to, travel, 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.

18. ANTI-CORRUPTION LAWS AND CODE OF BUSINESS CONDUCT.

Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct (the “Code of Conduct”) which is available at: https://www.honeywell.com/en-us/privacy/aboutus/honeywell-code-of-conduct.html. Buyer certifies that Buyer has read, understands, and agrees to

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, make any offer, solicitor, 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 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 director of any private entity; or

(ii) any Person that Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.

(b) Both the Buyer and the Buyer’s dealers, distributors, employees, or agents, to its best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law.

(c) That, in the event after execution of this Agreement Buyer becomes, a Restricted Person, Buyer shall immediately notify in writing Seller and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure compliance with all applicable laws, regulations or policies of the United States or 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 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 import and export 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 any such audit.

(e) That No Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.

(f) That it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or other jurisdiction where the Buyer intends to do business if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction where the Buyer intends to do business.

(g) That it shall immediately notify Seller and cease representation activities with Buyer and 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 jurisdiction(s) where the Buyer intends to do business.

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

(i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, the Code of Conduct, or Seller’s policies Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably
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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 impossible to quantify or determine. Seller reserves the right to pursue all available remedies at law against Buyer for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell’s (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department and/or (c) the Business Sponsor of any Strategic Business Unit in which the Buyer is known by the Business to have involvement with the Buyer’s anticorruption training. 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 documents and make employees 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 these anticorruption provisions and obtain a written certification of compliance. Where a written agreement exists between Buyer and the subcontractor, Buyer’s obligations with respect to each Product sold by Seller hereunder (excluding software or software components), Seller shall be free from liability for any costs or damages, including, but not limited to, expenses, fines, penalties, or costs, including attorneys’ fees, that Seller may suffer as a result of the violation by the subcontractor of any Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Buyer’s remedies and Seller’s aggregate liability with respect to each Product sold by Seller hereunder is limited to the amount paid by Buyer to Seller in respect of such Product. This limited warranty does not extend: (1) to any Product determined by Seller to be defective due to improper installation, defect, or failure of Seller to comply with the terms of this Agreement, including, without limitation, any warranty, or obligation and Buyer’s maintenance, or (2) ship such Product to return it to its original location. Seller’s obligations hereunder shall only be Seller’s examination of the Product in question and Seller’s determination 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, air condition, or humidity control, or any act of God, accident, failure to replace or repair, or other third party to return the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(a) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices and are warranted for ninety (90) days from the date services are performed. Seller’s obligation and Buyer’s sole remedy under this warranty is that Seller will correct or re-perform defective services or refund 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.

(b) 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 SHRINK WRAP LICENSE AGREEMENT) WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY WAY 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 “SHRINK 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 COMBINATION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(c) 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 THERIGHTS, 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, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS, REPAIR OR REPLACEMENT (AT SELLER’S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

(d) Miscellaneous. 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 of the date Seller is notified by Buyer. If the returned Products are not in satisfactory condition, Seller may refuse to accept the returned Products. All transportation, insurance, and other costs associated with the return of Products are the responsibility of Buyer. The returned Products must be shipped to Seller at Seller’s expense. The returned Products will be inspected and, if the defect is confirmed, Seller will either repair or replace the defective Product and return it at Seller’s expense. If the defect is not confirmed, the returned Products will be returned to Buyer at Buyer’s expense.

2. Honeywell will repurchase the Product to you at our expense in Sweden. If applicable and in accordance with local law, Buyer, acting on its own behalf only, shall extend a warranty to its customers no broader in scope than the limited warranty extended to it by Seller. Buyer shall perform and fulfill at its sole expense 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 herein.

3. Seller will 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, in improper or otherwise not in compliance with Seller’s instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by failure of any Seller-supplied or non-Seller-supplied software program not written by Seller or its 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 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.

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 shipped from Honeywell’s facility (such period referred to herein as the “Warranty Period”); all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The warranty applies to software and software components, including any documentation designated by Seller for use with such software or software components, are provided ""AS IS"" and all faults. The entire risk as to satisfaction, performance levels, accuracy, and conformance with 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 warranties 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, in the sole opinion of Seller, the Product has been damaged by misuse, neglect, or improper shipping or handling or by any other cause, or 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
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specific storage and shipping conditions; and (3) to any first-aid Product that complied with applicable FDA regulations during the Warranty Period.

(5) Seller does not represent that the Product is compatible with any specific third-party hardware or applies 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 action more than one year after the first event giving rise to a cause of action, unless a shorter period is prescribed by applicable law. If, for reasons other than a “force majeure” event, Seller should default or delay or not deliver products, Buyer’s sole remedy against Honeywell is an option to cancel Buyer’s purchase order, through prior written notice to Honeywell.

26. SOFTWARE LICENSE. “Licensed Software” means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties. License. Subject to Buyer’s compliance with the terms of this Agreement, Seller grants to Buyer and Buyer accepts, an irrevocable, non-exclusive, non-transferable, limited right, 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 all accompanying materials to a third party only in conjunction with Buyer’s sale of any Seller or Buyer product on which the Licensed Software is installed or with which it is used. Buyer is to retain no copies. Buyer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. As except specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Seller’s express written consent. (c) Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of or backup copies of any Licensed Software. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every copy made. (d) Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. (e) Negation of Other Licenses. 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 to Buyer.

27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights and intellectual ownership either intellectual or other, relating to services, ToProducts, or other manufacture belong either to Seller or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Seller and Buyer only allows the Buyer the right to use the Products, and no rights to either modify or reproduce.

28. NOTICES. Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to 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 the notice is directed, and shall 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 deposit for next day delivery with a commercial overnight carrier. The parties expressly agree that the parties shall be deemed to have received a notice when the notice is returned by the carrier, or upon receipt of a non-automated return 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 invalid, illegal, 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 thereto.

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

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

32. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding 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 venture, employer, 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 respect.

34. HEADINGS AND SECTIONS. The 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; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum “A - X” by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

36. **ASSIGNMENT; SUBCONTRACTING.** Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

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

**SCHEDULE A**

**Termination of Distributors/Resellers.**

Upon termination or expiration of an Agreement with a Buyer that is a distributor or other reseller, for any reason whatsoever, Buyer shall be obligated: (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 the distributor shall have the right to reapply to Seller to conformance with the Trademarks; (ii) to cease making all Products to be determined in Seller’s sole discretion; (iii) to cooperate with Seller upon its direction in completing all outstanding obligations vis-à-vis its customers; (iv) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Seller in any manner; and to refrain from holding itself out as having been formerly connected in any way with Seller; (v) 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 sell its remaining inventory of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.

(b) Acknowledgment of Rights and Trademarks. Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer’s use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller’s corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, or domain name, logos, or images similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country, (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

(c) Samples. All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks (“Copy”) which Buyer intends to use and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Seller to ensure proper usage of the Trademarks by Buyer. Seller shall promptly review the Copy received from Buyer and shall not unreasonably withhold its consent to 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.