SCHEDULE A – APPLICABLE TO ALL LINES OF BUSINESS

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, including but not limited to, prior programs and policies posted on the Honeywell Partner Portal, the Distributor and/or Buyer shall not use the Trademarks in any manner, 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’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 right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or logos 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 delay its approval of the Trademarks. Seller shall be deemed to be notified of the Copy shall be deemed to be rejected if Seller does not provide a notice to Buyer within fifteen (15) business days of Seller’s receipt of the Copy. Seller may refuse to approve, and Buyer shall not use, 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 sale products under the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (v) 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 (vi) 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.

SCHEDULE B – AS SET OUT BELOW PER LINE OF BUSINESS

1. PPE Products
Minimum Order Value (MOV) Freight Cost Waived, Freight Cost, Low Order Value Administration Fee (LOVAF) and MOV LOVAF Waived

<table>
<thead>
<tr>
<th>Region</th>
<th>MOV Freight Cost Waived, Platinum, Gold and Silver Partners Only**</th>
<th>Freight Cost – Order Value &lt; MOV***</th>
<th>Freight Cost – Order Value ≥ MOV***</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benelux / 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>Nordics</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.

Silver Partners but this is applicable to all other Buyers including without limitation Bronze Partners.

RETURNS. Authorisation for return of merchandise must be obtained in writing. Returned materials shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Administration (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 12 months. All returned goods not returned shall be a goodwill value of returned items at Buyer’s expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMA’s are valid for 60 days from the date of issue. Materials returned without such authorisation will be disposed of or returned at Buyer’s expense, and no credit will be issued. The 20% restocking charge will be waived on a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

SCHEDULE C – T&Cs & CONDITIONS OF SERVICES

This Schedule C is applicable to the Gas Detection Products

1. HONEYWELL shall provide the services with effect from the Commencement Date. HONEYWELL will provide the services at Customer’s premises during the hours specified in the level of service or, if none are specified, during HONEYWELL’s normal business hours or as set out in Honeywell’s Order Confirmation.

2. In the course of providing the services, HONEYWELL, at its discretion and in accordance with the terms of this Agreement, is applicable for the purpose of providing service or support on a reasonably economic basis (including without limitation spare parts for the Equipment remaining readily available at a reasonable price). If any of the preceding events applies, HONEYWELL will provide a quotation either to provide services in respect of the relevant Equipment or to replace the relevant Equipment or to bring the relevant Equipment up to standard, and will determine its obligation to provide 
the Services in respect of such Equipment without further obligation to Customer unless Customer accepts such quotation in writing.

12. HONEYWELL shall have no obligation to provide the services if Customer fails to obtain and retain any necessary licences, way-leaves or permissions, necessary to provide the Services or to retain the Equipment in its location.

13. If Customer discovers that any parts or materials supplied by HONEYWELL in the course of providing the Services, fail to comply with its specification within a period of 12 months from delivery, HONEYWELL’s sole responsibility shall be to repair, or at HONEYWELL’s option, replace any such defective parts or materials without charge to Customer provided that (a) Customer has used and operated the relevant part or material in accordance with section 30 and (b) if the relevant part or material was not manufactured by HONEYWELL, HONEYWELL’s liability under this section shall be limited to passing on to Customer, to the extent it is able to do so, the benefit of any manufacturer’s warranty received by it.

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

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

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

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

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

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

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