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

References to “Honeywell”; “we”, “our”, “us” or “us” are to the member of the Honeywell International Inc. group of companies to which you issued your Purchase Order or enter into a Contract with. These terms and conditions of sale (“Terms and Conditions”) are effective on May 1, 2022 and supersede all previous terms and conditions relating to Honeywell products or services (referred to as “Products”). References to “Buyer”, “you”, “your” or “your” are to the entity purchasing our Products. Certain country laws of buyer and product-specific exceptions to these Terms and Conditions (“Exceptions”) are set out in Schedule A attached hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions. “Purchase Orders” means a purchase order submitted by Buyer to Seller for the purchase of our Products. These Terms and Conditions and all Purchase Orders (and if applicable any other separate agreement between us and you that specifically incorporates by reference these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between the parties with respect to the subject matters and supersede any prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in writing signed by an authorised representative of each party. Any conflict between the documents which comprise an Agreement shall be resolved by giving precedence in the following order: (i) the relevant Purchase Order; (ii) any separate agreement between Seller and Buyer (if any); (iii) the Exceptions; and (iv) these Terms and Conditions.

1. PURCHASE ORDERS

Purchase orders including any revised and follow-on orders, are non-cancellable except as expressly set out in the Agreement and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) that the Terms and Conditions are incorporated; (b) order number; (c) Seller’s Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation. Seller’s sole remedy shall be to return to the subject of the Agreement all material, including buyer and Product, and all other terms and conditions shall apply. Any terms or conditions on a Purchase Order which are conflicting, additional, and/or different to these Terms and Conditions, and any other instrument, agreement, or understanding which are deemed to be material alterations to these Terms and Conditions, are rejected and are not binding upon Seller. Seller’s acceptance of a Purchase Order is subject to Buyer’s assent to these Terms and Conditions 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 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 GBP 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. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Buyer’s orders during the period between notification of and the effective date of the price increase; if Buyer’s order volume during that time period is more than fifteen (15) days of delivery. If Buyer’s order volume during that time period is more than fifteen (15) days, Buyer may, in its sole discretion, withhold performance and future shipments or combine any other rights or remedies as may be desired under this Agreement or permitted by law or until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharge, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

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 request 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/TIMING SHIPMENTS

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Buyer’s designated facility. Risk of loss to Products passes to Buyer upon delivery to the carrier at the Seller’s place of shipment. Seller also reserves the right to ship Products to Buyer freight collect. Delivery shall be the point at which Seller hands the Products over to the carrier at the Seller’s place of shipment or, where Seller ships the Products to Buyer freight collect, the point at which Buyer receives the notification of delivery. Seller shall invoice Buyer, for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer for which Seller is not liable, and Buyer shall pay such charges pursuant to the agreed upon payment terms. Within 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 final shipment. Seller shall deliver economically reasonable effort 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. If early shipments will be processed using the same method and carrier identified in the order confirmation.

5. ACKNOWLEDGEMENTS

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 Product within a reasonable period after delivery not to exceed thirty (30) calendar days. Products will be deemed 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 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 initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all 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 order may be cancelled by Buyer without the prior 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 specially manufactured products, or for non-cancelled, extended-lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT

Seller will invoice Buyer for Products sold to Buyer upon delivery. Partial deliveries will be invoiced as they are delivered. 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 any order shall be due no later than thirty (30) calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Seller may change Buyer’s credit terms at any time. No open order shall be modified, nor scheduling or delivery terms changed, for any order, including open orders. Seller is not required to provide a hard copy of the invoice. Payments must be made in the currency set out in Seller’s order confirmation unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Buyer’s order number, Seller’s invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount of $500 for any occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice. If Buyer makes any unapplied payment and fails to reply to Seller’s request for instruction on allocation within seven (7) calendar days, Seller may set off such unapplied cash amount against any Buyer past due invoices(s) at its sole discretion. As unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date. Invoices with a mercurial status may be paid at Seller’s discretion if Buyer fails to pay in full on the due date any sum payable by it. Seller may withhold performance until all due amounts and interest that is due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) charge interest on the outstanding amounts at the lower of 1.5% per month or the maximum rate permitted by applicable law, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable legal 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 benefits or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to Seller’s statutory rights. This section will survive expiration or any termination of the Agreement. Seller may evaluate Buyer’s credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller’s affiliates.

10. TAXES

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar state, federal, and local taxes and 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 such Taxes as described above. Buyer will furnish 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 to Seller within sixty (60) days of the date 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

Where 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 for the other to any failure to meet its obligations due to Force Majeure. “Force Majeure” is an event beyond the non-performing party’s reasonable control and may include, but is not limited to: (a) delays or refusal to grant an export license or the suspension of re-approval thereof; (b) embargoes, blockades, seizure or freeze of assets, or any other act of any government that would limit a party’s ability to perform under this Agreement; (c) fires, earthquakes, floods, 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 is reasonably expected to cause injury to the other party, and), and (h) inability or refusal by Buyer’s directed 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 Force Majeure causes a delay, then the date of performance will be extended by the period of time the non-performing party 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, 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, request an adjustment of price of the Product under this Agreement. If 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’ notice to Buyer.

15. TERMINATION/SUSPENSION. Seller may, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately by giving notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights under this Agreement without Seller’s prior written consent; (iv) Buyer becomes unable to pay its debts within the meaning of section 125 of the Insolvency Act 1986 (as amended) or threatens to cease to carry on the whole or a substantial part of its business, any distress or execution is levied upon Buyer's property or assets, the other party makes or offers to make any voluntary arrangement or composition with its creditors, any resolution to wind up the Buyer is passed, any petition to wind up the Buyer is presented or an order is made for winding up the Buyer, and the Buyer is the subject of a notice of intention to appoint an administrator or is the subject of a notice of appointment of an administrator or is the subject of an administration application or becomes subject to an administration order or has an administrator appointed over it, a receiver of either Seller’s or Buyer’s property is appointed over any or all of Buyer’s undertaking property or assets, an application is made for a debt relief order or a debt relief order is made in relation to Buyer, the Buyer is dissolved or otherwise ceases to exist or the equivalent of any of the events described in this section 15 occurs in relation to Buyer under any of the jurisdictions; (v) there is a transfer of substantially all of the assets, or a majority interest in the voting stock of Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of Buyer or death of any principal owner of Buyer (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is, or is subject to, any state, local, or federal criminal conviction for any criminal or civil offense involving fraud or theft, or any government, department, or agency, or any quasi-governmental law enforcement, regulatory, or investigative authority, or any governmental agency, department, or agency, or any quasi-governmental law enforcement, regulatory, or investigative authority, with which Buyer is involved, and any judgments, orders, or decrees or any consent, settlement, or judgment obtained in any court or other tribunal involving Buyer and any of its affiliates or subsidiaries; or (viii) any bankruptcy, receivership, or insolvency action is taken involving any or all of Buyer’s assets; or (ix) any transfer of all or any part of Buyer’s business; or (x) any breach of any of these Terms and Conditions.

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 requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), and 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 and similar directives. Buyer agrees that it will not use the Products or any component thereof in any manner involving nuclear fusion or fission, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

17. EXPORT AND IMPORT CONTROL. 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 any governmental official or candidate for political office in exchange for a commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by the United States or other applicable UN, international or national sanctions; (iii) prohibition against complicity with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialised 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-
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(i) Agreement.

(ii) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any Antitrust Laws, or the Code of Conduct, Seller’s policies, Buyer agrees to cooperate with Seller in the course of any investigation or reasonably anticipated investigation.

Buyer acknowledges that, if there is 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 of any investigation by Seller and/or any governmental entity with respect to potential violations of the FCPA, any Antitrust Laws, or the Code of Conduct, Seller’s policies, 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 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/President of the Business Group in writing of Seller’s knowledge or suspicion.

2. WARRANTIES.

(a) Seller warrants to Buyer that, for a period of (12) months from the time of shipment by Seller or a period of ten (10) years from the date of manufacture by Seller if such period is longer than ten (10) years, whichever is shorter, the subject Product or Parts (the “Warranty Period”) is free of defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(b) Seller warrants to Buyer that, for a period of (30) days from the date of shipment to Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(c) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(d) Seller warrants to Buyer that, for a period of (10) years from the date of manufacture by Seller if such period is longer than ten (10) years, whichever is shorter, or (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(e) Seller warrants to Buyer that, for a period of (30) days from the date of manufacture by Seller if such period is longer than ten (10) years, whichever is shorter, or (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(f) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(g) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(h) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(i) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(j) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(k) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.

(l) Seller warrants to Buyer that, for a period of (30) days from the date of receipt of the Product by Buyer, the subject Products are free of latent defects in materials, manufacture, and workmanship and that, subject to the limitations described herein, Seller will repair, replace, or refund the purchase price of any Product that fails to conform to the warranties described above during the Warranty Period.
(5) 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-aid Product that complied with applicable FDA regulations during the Warranty Period.

(b) Buyer 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 minimum standards 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 complying with applicable cybersecurity standards and best practices. “Cybersecurity Event” shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data or systems, stored or otherwise processed. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case within 24 hours from its discovery. 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 Seller will use its best efforts to provide reasonable evidence relating to the Cybersecurity Event. Buyer will provide and make available this 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 Seller’s failure to respond reasonably for all such damages. Where 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 Evens precautions. 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 advice is accepted by Buyer at its 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 liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT. Seller shall defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a patent or copyright under the United States Constitution, of the Product as delivered to Buyer, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Seller as soon as it becomes aware of the third party claim and promptly provides to Seller all information and documentation related to the claim it receives, and agrees to give sole and complete authority, information, and assistance (at Seller’s expense) for the defense and disposition of the claim. Seller will not be responsible for any compromise or settlement made without Seller’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, 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 consent thereto.

Seller shall have no obligation or liability to the extent the claim arises as a result of: (a) designs, drawings, or specifications provided by Buyer or at its discretion; (b) Products used other than for their ordinary purpose; (c) alterations or modifications made to the 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; or (e) any alteration, customization, or modification of the other Product than by Seller. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller’s obligations to Buyer as set forth in this “Indemnification against patent and copyright infringement” article for any claim against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph. If a claim of infringement is made, provided Seller believes that such a claim is likely, Seller will promptly notify 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 and 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 normal, damage, and obsolescence. Further, Seller will supply Buyer, defending Seller’s interests, at Buyer’s expense, with 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 SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY CLAIM, ACTION OR DEMAND RELATING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS REGARDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE EXCLUDED.

24. INDEMNIFICATION. Buyer shall indemnify on demand Seller from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, damages and losses (including all fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with Buyer’s actual or threatened breach of these Terms and Conditions.

25. LIMITATION OF LIABILITY. For actions, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (A) SELLER’S AGGREGATE LIABILITY IN RESPECT OF ALL OTHER LIABILITIES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISIONS SERVICES TO BUYER AND LIABILITY UNDER INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24) SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS IN QUESTION PAID BY BUYER TO SELLER UNDER THE AGREEMENT; (B) IN NO EVENT SHALL SELLER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE TO BUYER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE ECONOMIC, CONTRACT, TORT, LOSS, WORK, DAMAGE, OR OTHER DAMAGES; (C) LOSS OF PROFITS; (D) LOSS OF BUSINESS; (E) LOSS OF GOODWILL; AND (F) LOSS OF USE OR THE LOSS OR CORRUPTION OF DATA, EVEN 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 EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF LIABILITY CONTAINED IN SECTIONS 23, 24, AND THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 23 AND 24) AND THIS SECTION 25 ARE A FUNDAMENTAL PART OF THE BASIS OF THE AGREEMENT AND EXCLUSION OF LIABILITY SET OUT IN SECTIONS 23, 24 AND THIS SECTION 25 MAY NOT APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERA 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, unless a shorter period is provided by the applicable law. The limitations of liability set out in Sections 23, 24, and this Section 25 do not apply to: Liability arising from death or injury to persons caused by negligence; breach of terms regarding delivery and performance of the Sale of Goods Act 1979 and/or Section 2 of the Supply of Goods and Services Act 1982; Liability arising as a result of fraud or malpractice, and anything else which cannot be excluded or limited to, including but not limited to, loss of profit, business interruption, or delay and/or non-delivery. BUYER'S SOLE REMEDY AGAINST SELLER IS AN OPTION TO CANCEL BUYER'S PURCHASE ORDER, THROUGH PRIOR NOTICE TO SELLER.

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 a non-exclusive, non-transferable, non-sublicensable license, with the right to sublicense 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 is licensed to Buyer subject to the provisions of this Agreement and 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 manuals and documentation to any third party on a one-time basis of a Product to a third party on a one-time basis of a Product under a separate written agreement with Seller, in 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. 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. (c) Copies. Unless specifically authorized by Seller in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer may reproduce and include all Seller production 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 by Seller to Buyer. 27. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS. Buyer recognizes that all rights or ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Seller or its affiliates, subsidiaries or other divisions or units. This Agreement pertains exclusively to the Seller and Buyer only allows the Buyer 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 these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered: (a) by certified mail, return receipt requested and postage prepaid, two (2) calendar days after mailing; or (b) by next day delivery with a commercial overnight carrier, one (1) business day after deposit with such carrier provided the carrier obtains a written verification of receipt from the receiving party or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. 29. SEVERABILITY. If any provision or portion of a provision under this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforecibility of the remaining provisions shall not be affected and shall be replaced with a provision as similar in terms as may be legal, valid, and enforceable. 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 under this Agreement, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right under this Agreement. 31. APPLICABLE LAW AND FORUM. This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the laws of England and Wales. Seller and Buyer agree to submit to the exclusive jurisdiction of the courts of England and Wales with respect to any matters arising out of or in connection with this Agreement, including disputes relating to any non-contractual obligations. 32. DISPUTE RESOLUTION (EXECUTIVE ESCALATION). Before the parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the
dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

33. **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.

34. **INDEPENDENT CONTRACTOR.** The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party, and neither party has the right to bind or obligate the other, except as otherwise provided in this Agreement. Nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

35. **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.

36. **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 a Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and limit of EUR 2,000,000 in the aggregate for bodily injury and property damages. Buyer will deliver certificates to Seller and shall 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. In addition, all such policies shall name Seller as an additional insured.

37. ASSIGNMENT: SUBCONTRACTING. Neither party will assign, transfer, grant any security interest over or hold on trust 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 any or all of its rights or obligations under this Agreement in connection with the sale or transfer of all or substantially all of the assets of the business 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, 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.

38. **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.

**BIDER – bribery and anti-corruption**

The Buyer has complied with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the “Act”).

In this section, Associated Person means in relation to the Buyer, a person (including without limitation an employee, agent or subsidiary) who performs or has performed services for or on that company’s behalf.

No Associated Person has bribed another person (within the meaning of section 7(3) of the Act) intending to obtain or retain business or any advantage in the conduct of business for The Buyer.

The Buyer has in place adequate procedures (within the meaning of section 7(2) of the Act) designed to prevent their Associated Persons from undertaking such conduct.

Neither the Buyer nor any of its Associated Persons is or has been subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under the Act. No such investigation, inquiry or proceeding has been threatened or are pending. There are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

**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 supply to Seller to be an authorised 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 trade name identified with Seller in any manner, and to refrain from holding itself out as having been formerly connected in any way with Seller; (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

**Trademark.**

The following provisions shall apply in distributor or reseller agreements:

(a) **License and Use of Trademarks.** Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorised to sell and only in the territory in which Buyer is authorised to sell (the “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 inventories of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to the 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, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

(c) **Samples.** All advertising copy and promotional materials, including electronic website 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.

### 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 ≤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>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.
*** For order values equal to or greater than MOV Freight Cost Waived, Honeywell will charge a percentage of the order value shown in the table above – this is not applicable to Platinum, Gold, and Silver Partners but this is applicable to all other Buyers including without limitation Bronze Partners.

**RETURNS.** Returned Materials Authorization (RMA) must be requested within 60 days of when the goods are received. Returned materials shall not exceed three percent (3%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in salable condition, in standard Honeywell-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. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. If product is to be returned to Honeywell, it must be received within 60 days of the RMA issue date. If product is not received by then, the RMA will be cancelled and credit or free replacement will not be issued. Materials returned without such authorization will be disposed of or returned at Distributor’s expense, and no credit will be issued. The 20% restocking charge may be waived, at 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 (EEA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EBA’s and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or Natural Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.