

# Honeywell Personal Protective Equipment (HPPE) and Retail U.S. Terms and Conditions of Sale

These terms and conditions of sale (“Terms and Conditions”) are effective March 14, 2023 and supersede all previous publications covering Honeywell Safety Products USA, Inc., North Safety Products, Ltd., Salisbury Electrical Safety LLC., and Morning Pride Manufacturing LLC (“Honeywell”, “Seller”, “we”, “us”, or “our” herein, and shall differ based upon the entity to which you have issued your purchase order) products or services (hereinafter referred to as “Products”). References to “Buyer”, “you”, or “your” are to the purchasers of our Products.

**BY PURCHASING PRODUCTS AND/OR SERVICES FROM HONEYWELL, YOU AGREE TO AND INTEND TO BE BOUND BY THESE TERMS AND CONDITIONS.**

Certain Product-specific exceptions to these Terms and Conditions (“Exceptions”) are set forth in Attachment A hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions.

These Terms and Conditions (in conjunction with 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. All transactions will be charged in U.S. funds.

1. **PURCHASE ORDERS.** Purchase orders (including any revised and follow-on orders) are non-cancelable except as expressly set forth herein, 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 to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. Seller’s acknowledgment of receipt of an order shall not constitute acceptance of such order.

Seller’s sale of Products is expressly limited to the terms herein. Any conflicting, additional, and/or 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 contained herein in their entirety. Buyer’s acceptance of delivery from Seller constitutes Buyer’s acceptance of these terms and conditions in their entirety. A valid purchase order number is required before processing; any purchase order received without one will be returned to the Buyer. Purchase orders received prior to 4:00 PM ET will be processed the same day.

## 2. PRICING.

a. Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Product or Service specifications are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (30) days’ written notice of any changes. Pricing is subject to immediate change upon announcement of Product discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Buyer.

b. Honeywell reserves the right to monitor Buyer’s Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Buyer’s Product Orders during that time period is two percent (2%) higher than monthly forecasted or historic purchases determined by averaging the prior three (3) months, Honeywell reserves the right to charge the increased price on the excess.

c. All Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with Honeywell). Any Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Service for resolution. Buyer has 48 hours to provide an updated Order or accept Honeywell’s pricing (in writing); otherwise, the Order may be cancelled. Please refer to the Honeywell Price List (or consult your Honeywell representative for your specific codes).

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/SHIPPING TERMS.** a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Buyer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with your Customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of product different than that ordered by Buyer, Buyer may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell’s cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Buyer is liable for any delays or increased costs incurred by Honeywell caused by Buyer’s acts or omissions including, without limitation, all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.

b. **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell’s point of shipment (“Honeywell Dock”) for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. 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 assess an expedite fee for orders requested to be shipped prior to Honeywell’s standard lead time. Seller reserves the right to ship orders earlier than scheduled delivery dates. Buyer may opt out of this early delivery by sending a written opt-out request to the attention of the Honeywell Customer Service Manager, which opt-out will be effective upon written acknowledgement by Seller.

c. **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell 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. Without imposing any liability on Honeywell in respect of any delays of for non-performance, if Buyer requests a delivery date for an Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

5. **DROP SHIPMENTS.** In addition to any other charges applicable hereunder, a charge of \$50 will be assessed to all drop shipment orders. Each drop ship address requires a

separate purchase order.

**MINIMUM ORDER.** Unless otherwise agreed to in writing, the minimum order shall be \$1,500 net value. A charge of \$150 will be assessed to all orders that do not meet the \$1,500 (or other agreed-upon amount) minimum order value.

**6. HAZARDOUS MATERIAL TRANSPORTATION CHARGES.** Where applicable, hazardous material transportation charges will be prepaid and added to Buyer's invoice.

**7. 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.

**8. INSPECTION AND ACCEPTANCE.** Unless test and acceptance criteria are otherwise stated and defined in the Statement of Work, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Company will make such final inspection and issue acceptance within three (3) business days. If Company finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Company will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Honeywell may correct, replace or re-perform, at its option, the portions of Work giving rise to the non-acceptance. Buyer shall be liable for all costs and expenses associated with any improper non-acceptance, including, without limitation, any costs or expenses associated with delay, correction, replacement or re-performance. Any failure to inspect the Work or failure to issue a proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Company further agrees that partial or beneficial use of the Work by Company or end-users, including, without limitation, any placement of software included in the Work into a production environment at any time, will constitute final acceptance of the Work under this Agreement. To the fullest extent permitted by law, Company shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise from Company's breach of this Section. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Company indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

**9. CUSTOM PRINTING – PERSONALIZATION AND SPECIAL ORDERS.** These purchase orders may not be cancelled once a purchase order has been issued to Seller. In the event of a cancellation of all or part of certain purchase orders, Buyer will be responsible for the full order. It will be shipped and billed accordingly. Special orders may be subject to minimum order quantities. Order confirmations may include a quantity tolerance of +/- 5%. Buyer must verify with Honeywell Customer Service to ascertain if Buyer's purchase order is of this type. Examples include, but are not limited to: Imprinted Hard Hats, Eyewear or First Aid Kits, Custom Cylinders, and specially manufactured and custom products, including Traffic Vests, Clothing, Rainwear, Fall Protection Harnesses, Self-Contained Breathing Apparatus (Configured and Pre-configured), and customized gas detection products.

**10. 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.

**11. CANCELLATIONS.** No purchase order may be cancelled by Buyer without the express consent of the Seller, and any cancellation that the Seller may in its sole discretion consent to shall be subject to the payment of reasonable and proper termination charges as determined by Seller, including without limitation, Seller shipping, handling, and restocking fees and any third-party expenses. In no event may a purchase order be cancelled where the order is in a shipping status, closed, or where the product material has been committed to at the factory or with a vendor. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation. 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 parts order cancelled will incur a charge equal to 30% of the contract total. Any parts contract cancelled will incur a charge equal to 30% of the contract total. All prepaid service contracts are non-refundable.

**12. TERMS OF PAYMENT.** Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. 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, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Seller will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Seller may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any order, including open orders. Payments must be made in U.S. currency, unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Honeywell reserves the right to invoice Buyer a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. If Buyer makes any 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 invoice(s) at its sole discretion. An 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 are deemed waived fifteen (15) days following the invoice date. Seller reserves the right to correct any incorrect invoices. Any disputes must be provided to Seller as soon as possible and must be accompanied by detailed supporting information. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts and late charges are paid. Seller may, at its option: (a) repossess Products for which payment has not been made; (b) impose a late charge on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees; (d) withhold any amounts payable to Buyer (including any applicable rebate payments); and (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge will provide a reasonable compensation to Seller for the uncertain damages that Seller will incur as the result of Buyer's late payment. In the event that an invoice (i) has not been timely and in good faith disputed by Buyer, and (ii) has not been timely paid by Buyer in accordance with this section, the purchases to which such invoice relates shall be deemed disqualified from any benefits under any program that Seller may make available from time to time (including, without limitation, co-op funds, rebates, and other growth-based incentives). These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer's credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller's affiliates. If payment is not made timely or Seller reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Seller may without notice to Buyer 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. Seller allows the Buyer to pay by credit card terms and accepts VISA, MasterCard, and American Express; provided, however, that the Buyer's credit card must be charged on the same day that Seller invoices the Buyer. In no event may a Buyer on terms satisfy an invoice through a payment by credit card, unless the credit card has been charged on or before the date of the invoice. At Seller's election, Seller may require the Buyer to make any payment under the Agreement using electronic funds transfer.

**13. TAXES & DUTIES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from the Agreement or Honeywell's performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Honeywell will invoice Buyer for such Taxes unless, at the time of Order placement, Buyer furnishes Honeywell 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 Honeywell under this Agreement, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell 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 Honeywell 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 Honeywell within sixty (60) days of payment. In no event will Honeywell be liable for Taxes paid or payable by Buyer.

14. **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 air-ride vans only.

15. **BUYER CAUSED 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.

16. **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 10% over Seller's production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days written notice to Buyer.

17. **TERMINATION & SUSPENSION OF PERFORMANCE.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Buyer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Buyer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Buyer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Buyer experiences one or more of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Buyer violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Honeywell's sole discretion, adversely impact Honeywell; or (f) Buyer engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Products. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Buyer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

18. **COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.** Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. In addition, Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>.

Buyer represents, warrants, and agrees that: Buyer is not a "Sanctioned Person," meaning any person or entity: (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

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

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

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

19. **EXPORT AND IMPORT COMPLIANCE.** Buyer will not distribute or resell any Products or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale and resale of Products but also the transfer of technical data, plans, and specifications dealing with Products. Buyer further acknowledges that U.S. export control laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an Arms Embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Seller and cease activities with respect to a sale if Buyer knows or has a reasonable suspicion that the Products, technical data, plans, or specifications have been or may be exported, re-exported, transferred, or released in violation of Export/Import Control Laws. Buyer shall not engage any Specially Designated National, as determined by the U.S. Office of Foreign Assets Control, to perform production activities or services under or in connection with this Agreement when: (i) such person or entity is identified as a denied party pursuant to any embargo, sanction, debarment, or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., the European Union) and (ii) the reason(s) for such embargo, sanction, debarment, or denied party designation apply to those activities or services (except where such embargo, sanction, debarment, or denied party designation conflicts with the anti-boycott laws of the United States).

Buyer will comply with all Export/Import Control Laws, including without limitation those laws of the United States and other countries that regulate the import or export of the goods provided by Seller, and shall obtain all necessary import/export licenses and approvals in connection with any import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Seller. Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer's or its customers' non-compliance with Export/Import Control Laws. Buyer shall include provisions in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, then Buyer's freight forwarder will export on Buyer's behalf, and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with Export/Import Control Laws. Seller will provide Buyer's designated freight forwarder with required commodity information. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, services, or technical data 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.

Seller will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, or re-export law

or regulation after the date of any order or commitment that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to comply with applicable import, transfer, export, or re-export laws or regulations.

20. **ANTI-CORRUPTION LAWS.** 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 Law"). Without limiting the foregoing, Buyer hereby certifies:

- (a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, pay, give, 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, or 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 agent of any private customer; or
  - (ii) any Person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.
- (b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents 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 it will maintain accurately such books and records as Seller may reasonably require from time to time. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer's compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.
- (d) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or policies of the United States or other jurisdiction, and all policies of Seller, will not be violated.
- (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 if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction.
- (g) That it shall immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA, other Anti-Corruption Law, or the Code of Conduct.
- (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, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys' fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Buyer warrants that neither it nor any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with a contract with all levels of the administration within the United States or any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

21. **DATA COLLECTION, TRANSMISSION, AND USE.** Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products. In addition, Buyer understands that any point-of-sale information it provides to Seller or Seller's designee may be used by Seller for any business purpose, including, but not limited to, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products and/or relating the marketing and sale of the Products. No end-user identifiable data will be provided by Seller to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

22. **CONFIDENTIALITY.** The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

### 23. LIMITED WARRANTY.

- (a) **Warranty Terms.** Subject to the provisions of this section 25 and the "Limitation of Liability" provision of the Agreement (section 30), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for the period of time that is published for each Product by Seller from time to time commencing on the date such Product is shipped from Honeywell's facility or the date title to such Product passes to the customer, whichever date is earlier (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 software and software components, including any documentation designated by Seller for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 25 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 accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorized by Seller as a repair facility. The customer's remedies and Seller's aggregate liability with respect to the warranties provided by Seller in this section 25 are set forth in and are limited by this section 25 and the "Limitation of Liability" provision of the Agreement (section 30).
- (b) **Warranty Claims.** If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller's sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller's obligations hereunder shall arise only if Seller's examination of the Product in question discloses to Seller's satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper

installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

- (c) **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.
- (d) **OTHER LIMITATIONS.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 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 CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.
- (e) **DISCLAIMER.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF SELLER STATED IN SECTION 25(B) ABOVE IS 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, OR INJURY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.
- (f) **Miscellaneous Provisions.** Without limitation of the foregoing, the following additional provisions apply to this limited warranty:
  - (1) In order for this limited warranty to be effective, you must notify us within 20 days of discovery of a defect. You must return the defective Product to us within the warranty period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned goods within 30 days or the claim will be cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the User's Instructions which shall include prompt replacement or repair of defective parts, and the replacement of parts per the maintenance schedule as prescribed in the User's Instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorization (RGA) or Returned Materials Authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.
  - (2) Honeywell will reship the Product to you at our expense in the United States. If applicable, 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 is 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 Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by normal wear and tear or maintenance.
  - (4) This limited warranty does not extend: (1) to any Product determined by Seller to have been used after having arrested a fall; (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions; and (3) to any first-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 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, including but not limited to the Federal Trade Commission consent decrees and other declarations of reasonable and appropriate security measures, the National Institute of Standards and Technology ("NIST") Cybersecurity Framework and NIST Alerts, InfraGard Alerts, and the United States Computer Emergency Readiness Team Alerts and

Bulletins, and their equivalents. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event. "Cybersecurity Event" shall mean actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein. Buyer shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Buyer shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer's expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused a Cybersecurity Event resulting from Buyer's failure to comply with the Agreement or Buyer's failure to maintain reasonable and appropriate security measures. Buyer is responsible 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 Event provisions. BUYER ACKNOWLEDGES THAT SELLER HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

**24. RETURNS.** Authorization 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 Authorization (RMA) number provided by Honeywell Customer Service. The RGA/RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. Returned materials not deemed saleable, at the sole discretion of Seller, 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 30 days from the date of issue. Materials returned without such authorization will be disposed of or returned at Buyer's expense, and no credit will be issued. The 20% restocking charge may be waived, in Seller's sole discretion, if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA), Emergency Escape Apparatus (EBA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EBAs 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.

**25. TECHNICAL ADVICE.** Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of a Product shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Seller. It is the Buyer's sole responsibility to determine the suitability of a Product 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.

**26. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT.** Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer notifies Seller at the time it is apprised of the third-party claim promptly provides any and all materials related to the claim it receives to Seller, and agrees to give sole and complete authority, information, and assistance (at Seller's expense) for the defense and disposition of the claim using counsel of Seller's choice. Seller will not be responsible for any compromise or settlement made without Seller's consent. Because Seller has exclusive control of resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer shall not incur any expenses on Seller's behalf without its prior, written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller's prior, written consent thereto.

Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer's designs, drawings, or specifications; (b) Products used other than for their ordinary purpose; (c) combining any Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or, if not, of software provided with the Product released by Seller; or (e) any alteration, customization, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions as set forth above in Seller's obligations to Buyer for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the present paragraph.

If a claim of infringement is made or if Seller believes that such a claim is likely, Seller may, at its option, and at its expense, procure for Buyer the right to continue using the Product; replace or modify the Product so that it is non-infringing; or accept return of the Product or terminate Buyer's license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping Products it believes may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this provision is subject to the "Limitation of Liability" provision of the Agreement.

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

**27. INDEMNIFICATION.** In addition to any other indemnification provisions contained in this Agreement, Buyer will indemnify, defend, and hold Seller and its employees harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death, or loss of or damage to property caused by its negligence in the performance of the Agreement or by Buyer's breach of its obligations hereunder. Buyer will be entitled to control the defense. At Buyer's expense, Seller will reasonably cooperate in defense of the claim including, but not limited to, promptly furnishing Buyer with all relevant information within its possession or control. Seller may participate in the defense at its expense and through counsel of its choosing. Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Seller, which approval may not be unreasonably withheld, conditioned or delayed.

**28. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (A) SELLER'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS), SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS IN QUESTION PAID BY BUYER TO SELLER UNDER THE AGREEMENT; (B) SELLER SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING WITHOUT LIMITATION SERVICES PERFORMED BY BUYER ON SELLER PRODUCTS SOLD HEREUNDER; (C) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE), EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (D) EXCEPT AS PROVIDED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS), BUT ONLY TO THE EXTENT AND SUBJECT TO THE LIMITATIONS SET FORTH IN THOSE PROVISIONS AND THIS SECTION 30, SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS, AND BUYER SHALL DEFEND SELLER FROM, AND INDEMNIFY AND HOLD SELLER HARMLESS AGAINST, ALL SUCH CLAIMS. 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, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER WITH REGARD TO THE AGREEMENT AND THE PRODUCTS. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS) AND THIS SECTION 30 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE



EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 30 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW.

The provisions in this paragraph shall be a condition precedent to any claim seeking damages or reimbursement for third party claims from Seller. Buyer shall include a Standard Limitation of Liability Provision in any written contract it has with a customer to which it sells Honeywell products or its own services (a "Customer"). In the event that Buyer does not have a written contract with a specific Customer, Buyer shall include a Standard Limitation of Liability Provision in the terms and conditions of sale provided to such Customer. For purposes of this Section, the term "Standard Limitation of Liability Provision" shall mean a limitation of liability provision that (a) is commercially reasonable under the circumstances and (b) includes both (1) an express disclaimer of exemplary, incidental, consequential, statutory, punitive, special, and indirect damages (including lost profits and lost revenues) by Buyer to the Customer, and (2) an aggregate cap on the liability of Buyer to the Customer not exceeding \$10,000.

29. **SERVICES PERFORMED BY BUYER.** Buyer acknowledges that it is not authorized to perform services for its customers on Products purchased from Seller unless otherwise provided in a writing from Seller signed by an authorized Seller representative, and that the sale of materials and/or parts to Buyer from Seller in no way represent such authorization. Buyer further acknowledges and agrees that to the extent it performs any services for its customers on Seller Products, it does so at its own expense and liability, and shall indemnify Seller for any and all damages or injuries arising from those services performed for its customers as per the terms of the "INDEMNIFICATION" Section hereof. This section shall be subject to Seller's rights under the "LIMITATION OF LIABILITY; LIMITATION ON ACTIONS" Section.

30. **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; however, with Seller's prior written approval, Buyer may use the Trademarks to sell its remaining inventory of Products. 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 unauthorized 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 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. The Copy shall be deemed disapproved 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 derogates, erodes, or tends to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller's opinion. Buyer shall provide Seller samples of Copy for approval which differ in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.
- (d) **Infringements.** Buyer shall promptly notify Seller of any infringement or potential infringement of the Trademarks. Seller may decide in its sole discretion whether and what steps should be taken to prevent or terminate infringement of the Trademarks, including the institution of legal proceedings and settlement of any claim or proceeding. Buyer shall provide or procure reasonable assistance, such as the furnishing of documents, information, and the execution of all reasonably necessary documents, as Seller may reasonably request.

31. **SOFTWARE.** All software delivered by Honeywell to Buyer ("Software") is not sold but is subject to a software license ("License"). If Buyer does not separately agree to a License with Honeywell, Buyer shall not have any license or right to the Software. In no event shall Buyer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain.

32. **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 the separate Agreement between the parties to which these Terms and Conditions attach. In the absence of such a separate Agreement, (a) notices to Seller acting through the HPPE business should be delivered to Honeywell Safety Products USA, Inc., 855 S. Mint St., Charlotte, NC 28202; Attn: General Counsel, and (b) notices to Buyer should be delivered to the address within Seller's internal systems. All notices required under the Agreement will be deemed received when delivered either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

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

34. **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 right shall affect the right of the waiving party to enforce any provision or right herein.

35. **SET OFF.** Neither Buyer nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

36. **APPLICABLE LAW AND FORUM.** The Agreement will be governed by and interpreted in accordance with the laws of the State of New York and the United States of America, without regard to conflicts of law principles. 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. The federal or state courts located within New York, New York, USA will have exclusive jurisdiction to adjudicate

any dispute arising out of or related to the Agreement. **Each party expressly waives any right to a trial by jury in any proceed arising directly or in directly out of the Agreement.**

37. **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 to be held within 30 days of receipt of the other party's written request. 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 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.

38. **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.

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

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

41. **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: A Comprehensive General Liability policy with a single limit of \$1,000,000 per occurrence and \$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.

42. **BUYER FINANCIAL STATUS.** Buyer represents and warrants to Seller on a continuing basis that it is in good financial condition and able to pay all bills when due. Buyer shall, from time to time furnish any financial statements or additional information as may be requested by Seller in order to enable Seller to assess Buyer's financial condition and creditworthiness. Additionally, Buyer authorizes Seller to obtain financial information regarding Buyer from credit reporting agencies, Buyer's banks and suppliers, and other such sources. Seller may, in its sole discretion, increase or decrease the amount of credit (if any) that Seller has extended to Buyer in connection with the purchase of Products.

43. **BANK GUARANTEES.** Prior to performance of the Work, Company will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of this Agreement ("BG"). The BG shall be provided by an approved internationally recognized financial institution nominated by Company and approved by Honeywell and shall be in a specific form approved by Honeywell. On or before January 10 of each calendar year starting the second calendar year after the Effective Date, the value of the BG shall be adjusted in reference to the annual value of the Agreement over the previous year so that such amount shall reflect 10% of the actual amount of the previous calendar year spend. Any required increase shall be carried out (and each Party shall cooperate to so carry out) within ten (10) calendar days of the new calendar year.

44. **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.

45. **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.

46. **PAYMENTS.** Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Company 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, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, Honeywell may change Company's credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be determined by Honeywell on a case-by-case basis. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made in [INPUT: Type of Currency] currency unless agreed otherwise in writing and must be [AERO/HPS/AM: made via electronic fund transfer. Unless otherwise agreed to by Honeywell, payment by credit card is not permitted. Company will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising] [OTHER: accompanied by] remittance detail containing at a minimum the Company's order number, Honeywell's invoice number and amount paid per invoice. Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company 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. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Company must pay the undisputed amount of the invoice within the original invoice payment due date. [IF SBG DOES NOT ACCEPT CREDIT CARDS, THIS PARAGRAPH SHOULD BE DELETED] Unless agreed otherwise in writing by Honeywell, Honeywell allows the Company to pay by credit card an amount not to exceed [INPUT: SBG to insert fixed monetary amount here] and accepts [INPUT: SBG to insert Credit Cards Accepted: Visa, MasterCard, American Express, Discover]; provided, however, that the Company's credit card must be charged on the same day that Honeywell invoices the Company. If User is paying by credit card, it acknowledges and agrees that:

- (a) Payment for every Order is due upfront prior to Honeywell activating the Services ordered;
- (b) User may not split Orders on between multiple credit cards;
- (c) User is obligated to provide a valid credit card via the Portal which has sufficient credit to be charged for any Order being placed;
- (d) The credit card provided by User (or, where multiple credit cards have been provided, the credit card selected by User) will be automatically charged upon placement of an Order for Services via the Portal; and
- (e) Unless Honeywell has received a timely notice of termination, User's credit card (or, where multiple credit cards have been provided, the credit card selected by User as its default card) will also be charged automatically on the anniversary date of when the original Subscription Services were activated. For avoidance of doubt, Honeywell has no obligation to refund any automatic recurring Subscription Services charges to User's credit card where User failed to provide a timely notice of termination, and User agrees not to contest such charges with its credit card provider.



If Company is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid:

- (a) Be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;
- (b) Refuse to process any credit to which Company may be entitled;
- (c) Set off any credit or sum owed by Honeywell to Company against any undisputed amount owed by Company to Honeywell including but not limited to amounts owed under any contract or order between the Parties;
- (d) Withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company;
- (e) Declare Company's performance in breach and terminate any order;
- (f) Repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made;
- (g) Deliver future shipments on a cash-with-order or cash-in-advance basis;
- (h) Assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;
- (i) Charge storage or inventory carrying fees on products, parts, or raw material;
- (j) Recover all costs of collection including, without limitation, reasonable attorneys' fees;
- (k) If Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- (l) Require Company provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Company's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or
- (m) Combine any of the above rights and remedies as may be permitted by applicable law.

#### **47. EXCUSABLE DELAY.**

**A. Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence of Hazardous Substances of Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes or lockouts,
8. 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),
9. Inability or refusal by Company's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement, or
10. Any other cause beyond the non-performing party's reasonable control.
11. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use. Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Company.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Section X (Surcharges). In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

**B. COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**48. COMPANY DELAY.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

**49. CHANGES.** A Change Order is a written order signed by Company and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.

b. Company may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

c. Honeywell may make a written request to Company to modify this Agreement based on the Company's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If, after the Company has rejected the Change Order, Company and Honeywell cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work.

d. Honeywell may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function.

**ATTACHMENT A****COMMERCIAL EXCEPTIONS TO TERMS AND CONDITIONS OF SALE****HPPE EXCEPTIONS**

The following additional or modified terms apply to HPPE Products:

- A. The freight prepaid policy set out in this subsection A applies to tier 1 and tier 2 partners as defined in HPPE partner programs and policies including HPPE Program Scorecard posted on HPPE Partner Portal (<https://safety.honeywell.com/partners>). HPPE Program Scorecard or other qualifying criteria for such tier 1 and tier 2 partners may be amended from time to time by Seller in its sole discretion without notice. For orders of PPE from the HPPE business valued at \$1,500 or more representing a single shipment to a single destination within the 48 contiguous U.S. states, freight will be pre-paid and absorbed via Honeywell selected overland routing. This freight prepaid policy excludes Miller Edge™, SkyGrip® horizontal lifeline systems, SkyOrb, ladder safety systems (ViGo™ or GlideLoc®), DuraHoist™ confined space equipment, Air Fed Suits (a.k.a. ventilated protected suits), temporary guard rail systems, permanent horizontal lifeline systems (e.g., Xenon and Shock Fusion), repairs, and custom products. Delivery Terms General. Special routing or packing requests may incur additional charges. Buyers are required to contact Honeywell Customer Service directly regarding export freight policies.
- B. Limitation on UVEX Sales. Uvex® brand safety eyewear is offered for sale by Honeywell Safety Products exclusively in the Americas. Uvex brand safety eyewear, manufactured and sold by Seller, may not be sold outside of the Americas by any party. Seller hereby disclaims liability for any loss resulting from reshipment of any Uvex-brand product to a location outside of the Americas. Buyer will indemnify Seller for any damages incurred as a result of Buyer's shipment of any Uvex safety eyewear outside of the Americas.
- C. Limitation on Honeywell Howard Leight by Honeywell MAX and MAX-LITE earplug sales and marketing. Buyer shall not sell or distribute Honeywell Howard Leight MAX and MAX-LITE earplugs (e.g., earplugs sold under the brand names Honeywell Howard Leight MAX, MAX-LITE, and MULTI-MAX) to the retail market (i.e., drug stores, grocery stores, sporting goods stores, mass merchandisers, and other retail establishments), including but not limited to online retailers such as Amazon.com or Walmart.com. Buyer shall not use the terms "MAX" or "MAX-LITE" in any way as branding to sell or market Honeywell Howard Leight Maximum or Maximum-Lite earplugs in the retail market. Buyer shall not knowingly resell Honeywell Howard Leight MAX and MAX-LITE earplugs to any party that is selling or distributing Honeywell Howard Leight MAX and MAX-LITE earplugs to the retail market or is using the terms "MAX" or "MAX-LITE" as branding to sell or market Honeywell Howard Leight Maximum or Maximum-Lite earplugs in the retail market.
- D. Cancellations. Cancellations cannot be accepted for Configured and Pre-configured Self Contained Breathing Apparatus (SCBA) and Pressure Demand Supplied Air Respirators (PD-SAR).
- E. Unless otherwise agreed by Seller, all orders must be placed through Honeywell Partner eCommerce Platform (<https://sps.honeywell.com/shop>). If Buyer is allowed by Seller, in its sole discretion, to place manual orders, a charge of \$35 may be assessed to any manually placed order.

**RETAIL EXCEPTIONS**

The following additional or modified terms apply to Retail Products:

- A. Delivery Terms. For orders of PPE or footwear from the Retail business valued at \$2,000 or more representing a single shipment to a single destination within the 48 contiguous U.S. states, freight will be prepaid and absorbed via Honeywell selected overland routing. No drop shipment charges shall apply to orders from the Retail business.
- B. Internet Sales Requirements. The Buyer shall not sell The Original Muck Boot Company®, or XTRATUF® products via the Internet unless it has been approved by Honeywell to do so and it has executed an Internet Sales Addendum in the form provided by Honeywell.
- C. Limitation on Honeywell Howard Leight by Honeywell MAX and MAX-LITE earplug sales and marketing. Buyer shall not sell or distribute Honeywell Howard Leight MAX and MAX-LITE earplugs (e.g., earplugs sold under the brand names Honeywell Howard Leight MAX, MAX-LITE, and MULTI-MAX) to the retail market (i.e., drug stores, grocery stores, sporting goods stores, mass merchandisers, and other retail establishments, including but not limited to online retailers such as Amazon.com or Walmart.com). The Buyer shall not use the terms "MAX" or "MAX-LITE" in any way as branding to sell or market Honeywell Howard Leight Maximum or Maximum-Lite earplugs in the retail market. The Buyer shall not knowingly resell Honeywell Howard Leight MAX and MAX-LITE earplugs to any party that is selling or distributing Honeywell Howard Leight MAX and MAX-LITE earplugs to the retail market or is using the terms "MAX" or "MAX-LITE" as branding to sell or market Honeywell Howard Leight Maximum or Maximum-Lite earplugs in the retail market.

**SALISBURY PRODUCT EXCEPTIONS**

The following additional or modified terms apply to Salisbury Products:

- A. Purchase Orders. Standard pack quantities are applicable on items listed as standard pack requirement. A 15% broken pack charge will be assessed on part numbers where standard pack is required. Pay close attention to order multiples and package quantities. The following procedures must be followed on all existing and future blanket orders:
  1. Shipping requests are either at the beginning, middle, or the end of each month. Blanket orders will ship at the same recurring time each month as specified by the customer PO. Please be sure to note a preference for the beginning, middle, or end of month ship date on your PO.
  2. Every attempt is made to meet requested release dates within 15 calendar days of the request date.
  3. Blanket order releases can be modified or cancelled with a sixty (60) day notice. Modifications to increase a release or releases will be reviewed and must be approved in writing. Lead times, capacity, timing, and market demand will factor into granting an approval.
  4. Blanket orders placed will be acknowledged using the applicable year's List Price, Earned Discounts or Quoted Pricing. Once a blanket order is acknowledged at the applicable year's pricing, future price increases will not apply to the blanket order releases for the remaining calendar year in which the blanket order was acknowledged.

5. Only firm blanket orders with a Buyer purchase order number assigned will be accepted. The order must specify the starting point quantities and periodic release dates.
  6. Delivery lead time for the first release date could be subject to published lead times in effect when the order is placed. This accounts for orders placed late in the previous calendar year or new blanket orders during the current blanket order year.
  7. Request a copy of the current year's Blanket Order Program for additional information.
- B. Pricing. **BRANDING CHARGE.** \$4.00 per pair or unit for branding of gloves, sleeves, line hose, hoods, and blankets. A 15% premium surcharge per item will be added for single gloves and dipped sleeves. Single hand gloves must be ordered in even orders amounts. (ex 2 Left hands or 2 right hands). Single molded sleeves are not available.
  - C. Delivery Terms. Seller reserves the right to ship standard orders up to 45 days prior to original ship date unless otherwise noted by the Buyer at time of order. For orders valued at \$10,000 or more representing a single shipment to a single destination within the 48 contiguous U.S. states, freight will be prepaid and absorbed via Honeywell selected overland routing. IEC Earthing Products for International: Free Carrier (FCA): Seller delivers the goods export-cleared to the carrier stipulated by the Buyer or another party authorized to pick up goods at the Seller's premises or another named place. Buyer assumes all risks and costs associated with delivery of goods to final destination, including transportation after delivery to carrier and any customs fees to import the product into a foreign country. International Ship Complete: International Ship Complete orders are subject to a 10% processing and handling fee.
  - D. Minimum Order. The minimum order shall be \$250.00 net value, with purchase orders for less than \$250 being subject to a \$60 processing and handling fee.
  - E. Custom Printing – Personalization and Special Orders. **SPECIFICATIONS.** Seller complies with applicable ASTM and IEC standards where applicable. Special manufacture/custom product to include non-published items will be subject to special manufacturing parameters (e.g., rack run) established at time of order. Buyer must accept special order parameters prior to order acceptance by Seller. Rubber Insulating Sleeves rated at Class 2 (20kV), Class 3 (30kV), and Class 4 (40kV) are only guaranteed if tested on acceptance by using the "straight test method" – Per ASTM D1051 (Note 4).
  - F. Product Changes. **PRODUCT MODIFICATION.** Switchboard matting is available in full rolls. Custom cut lengths available at \$1.50 per cut. First cut – no charge. Roll lengths are a nominal 25 yards, plus or minus 10%. We reserve the right to ship plus or minus 10% on full roll orders. Insulated Jumper and Grounding Cable reels are a nominal 500 continuous feet.
  - G. Returns. A restocking charge of 25% will apply on all material accepted for credit provided such goods are unused and in saleable condition, in standard Honeywell- order multiple quantities and have been shipped within the past 12 months. RMAs are valid for 30 days from the date of issue.

**MORNING PRIDE AND FIRST RESPONDER PRODUCT EXCEPTIONS**

The following additional or modified terms apply to Morning Pride and First Responder Products:

- A. Delivery. For orders of 50 or more garments, representing a single shipment to a single destination within the 48 contiguous U.S. states, freight will be prepaid and absorbed via Honeywell selected overland routing.
- B. Drop Shipments. Drop shipments are allowed within the United States with a \$100 minimum order.
- C. Minimum Order. Orders under \$100 net value will incur a charge of \$35; however, orders for Advanced Protective Tracking (APT) software and its accessories are excluded from this minimum order requirement.
- D. Returns. Any product returned for reasons other than warranty issues, defects, production errors, or shipping errors may be assessed a 20% restocking fee. The restocking charge will apply on helmets, boots, hoods, gloves, and suspenders returned 90 days from purchase, provided that such goods are in saleable condition. Restocking charges on size exchanges can be waived if notified within 30 days of invoice date of the order. Custom gear, Special Make & Made To Order boots cannot be returned. Products may not be returned more than 12 months after original sale. RMAs are valid for 30 days from the date of issue.