

Honeywell Personal Protective Equipment (HPPE)

Terms and Conditions of Sale

Version 20-12-2021

These terms and conditions of sale ("Terms and Conditions") shall govern all sales by Honeywell made between Honeywell and its respective contractual partners (including distribution agreements) and are effective on 20 December 2021 and supersede all previous publications covering the sale of Honeywell products or services (hereinafter referred to as "Products"). References to "Honeywell", "Seller", "we", "us", or "our", are to the seller of the Products and shall differ based upon the entity to which the Buyer has issued in its purchase order. References to "Buyer", "you", or "your" are to the purchasers of our Products being a commercial business customer in the meaning of Section 14 German Civil Code ("*Bürgerliches Gesetzbuch*" - or "BGB"), a governmental entity or special governmental estate within the meaning of Section 310 (1) BGB. Honeywell and Buyer are also individually referred to as a "party" and jointly as the "parties". Certain country, line of business and product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Schedule 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 (and if applicable any separate agreement between us and you that specifically reference these Terms and Conditions) (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of each party; the same shall apply to modifications to the aforementioned clause requiring written form. 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.

The Agreement including these Terms and Conditions shall apply exclusively. 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. The Agreement also applies exclusively where we have knowledge of conflicting or deviating terms of Buyer or accept purchase orders of Buyer without reservation. 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. Notwithstanding, supplemental terms expressly referring to these Terms and Conditions and set out in a written contract are permitted.

Before submission of a purchase order by the Buyer, prices, terms, conditions, and Product specifications are subject to change without notice.

1. PURCHASE ORDERS.

Purchase orders are in general non-cancelable except as expressly set forth herein, including any revised and follow-on orders, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) order number; (b) Seller's Product part number or quotation number, as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. No purchase order is accepted by Seller unless Seller has issued a written order confirmation. Unless otherwise agreed, all purchase orders must be placed through Honeywell Partner eCommerce Platform (<https://shop.honeywellsafety.com> or any successor website advised by Seller in writing). If Buyer is allowed by Seller, in its sole discretion, to place manual purchase orders, a charge of EUR 35 may be assessed to any manually placed purchase order.

2. PRICING.

A. The prices applicable to the Products shall be quoted by Seller to Buyer. A quotation shall not be construed as a binding offer of Seller and a valid contract shall exist only upon Seller's written order confirmation of the Buyer's purchase order. Unless stated otherwise in the Seller's order confirmation, prices are CIP (Incoterms 2010). Buyer is liable for all other transport, packaging and insurance costs of delivery. Prices are exclusive of any applicable value added tax for which the Buyer is additionally liable. Prices are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any changes. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Buyer's orders during the period between notification of and the effective date of the price increase; if Buyer's order volume during that time period is more than five percent (5%) higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders.

B. Economic surcharges. Honeywell may, from time to time and in its sole discretion, issue surcharges on new Purchase Orders in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Purchase Order value. Such Economic Surcharge does not apply if the Purchase Order is to be delivered upon within four (4) weeks after the Purchase Order has become binding. Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in the Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

3. ORDER MODIFICATIONS.

Buyer may request add-ons or changes to quantities in a purchase order within twenty-four (24) hours of purchase order placement (or later in Seller's sole discretion), provided that the purchase 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.

Seller shall be entitled to make partial shipments unless otherwise agreed in writing and if the Buyer can reasonably be expected to accept such partial deliveries. If Seller makes a partial shipment, Seller shall bear

any additional costs resulting from the partial shipment.

Delivery dates are estimates. Delivery terms for Products are CIP (Incoterms 2010) Seller's designated facility, except that Seller is responsible for obtaining any export license. Risk of loss or damage to goods passes to Buyer upon delivery. Seller shall invoice Buyer for all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms, if and to the extent that this has been agreed by the Parties. Seller also reserves the right to ship Products to Buyer freight collect. Buyer shall be liable for delays or increased costs incurred by Seller caused by or related to Buyer's acts or omissions. Title to goods passes to Buyer upon full payment.

Seller will schedule delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order confirmation.

5. ACKNOWLEDGEMENTS.

Delivery dates, whether specified by Seller or Buyer, are, in principle, non-binding and shall not be deemed to represent fixed or guaranteed dates unless confirmed in writing by Seller as binding. 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. If a binding delivery date has been agreed, the delivery shall be deemed timely if the Product is provided by Seller to the carrier on the agreed date. If Seller fails to meet the agreed delivery date due to a fault (*Verretenmissen*) on the part of Seller, the occurrence of a delay in delivery (*Verzugseintritt*) by Seller is determined in accordance with the statutory provisions. In any case, the Buyer shall provide Seller with a reasonable cure period (*Fristsetzung*) during which Seller can deliver the Product.

6. INSPECTION AND ACCEPTANCE.

(a) Buyer will inspect Products immediately after delivery by Seller (pursuant to Section 377 of the German Commercial Code (*Handelsgesetzbuch* – HGB)). Buyer must notify Seller in writing or via e-mail of any obvious defects without undue delay (*unverzüglich*) and no later than within two (2) calendar days from receipt of the Product. When hidden defects (i.e. defects that do not become apparent during an inspection) appear, such hidden defects shall be notified in writing or via e-mail by Buyer to Seller without undue delay (*unverzüglich*) and no later than within five (5) calendar days after their discovery. The notice must include a description of the defects and evidence in the form of hard copies or other documents demonstrating the defects. Products will be presumed free from defects unless Seller receives written notice or a notice via e-mail of any recognizable defects explaining the defects within that period.

(b) Rejection shall be based solely upon the failure of the Products (i) to comply with Seller's published specifications or such specifications which are mutually agreed to by the parties, or (ii) to be suitable for the use intended under the Agreement, or the customary use and quality which is usual in similar products and which a buyer may expect.

Furthermore, Seller will not warrant, guarantee or be held liable for achieving the Buyer's individual intended results of the suitability of the Product. If a Product's condition or a contractually required use has not been agreed, it is Buyer's sole responsibility to determine the suitability of the Products for use in Buyer's application(s).

7. PRODUCT CHANGES.

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function (e.g. replacement of parts with components of equal performance). Such changes shall only be reasonable and made for good cause, in particular due to technical progress or further product development. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS.

No purchase order may be canceled by Buyer without the prior express written consent of the Seller which consent shall be in Seller's sole discretion and subject to payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.

9. TERMS OF PAYMENT.

Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. Payment is due thirty (30) calendar days from receipt date of invoice by Buyer. Payments must be made in Euro unless agreed otherwise in writing. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts under this Agreement, and interest that are due are paid. Additionally, Seller may, at its option: (a) withdraw (*zurückziehen*) from the Agreement according to statutory law and demand the return of the Products for which payment has not been made; (b) charge interest on delinquent amounts at a rate of nine (9) percentage points above the base interest rate applied by the European Central Bank to its main refinancing operations; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees, as claim for compensation (*Schadensersatz*) against Buyer; (d) withhold from Buyer any rebate payments which have been granted subject to the due payment by Buyer; (e) suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other voluntary benefits granted by Seller or (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer's credit standing at all times. Buyer may only set off invoiced amounts which are owing by Buyer to Seller against Buyer's counterclaims that have been legally ascertained, are uncontested or have been accepted by Seller.

10. TAXES.

Seller's pricing excludes all taxes (including but not limited to value-added, and other similar taxes), duties (including import and export duties), and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from the Agreement or Seller's performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for Taxes unless Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes. Such exemption certificate will be provided by Buyer to Seller at the time of order placement or to the next possible point in time. If any Taxes are required to be withheld from

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amounts paid or payable to Seller under this Agreement, (i) the amount to be invoiced to Buyer will be increased so that the amount Seller receives by Buyer, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) calendar days of payment. Subject to Section 24, in no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

11. PACKING.

If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller's general packing instructions, suitable for airfreight.

12. BUYER CAUSED DELAY.

Seller's compliance with any agreed delivery date (see Section 4) shall be subject to the timely and proper fulfillment by Buyer of its obligations. 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 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. Further claims for compensation (*Schadensersatzanspruch*) of Seller remain unaffected by this.

13. FORCE MAJEURE.

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a Force Majeure event. Force Majeure is an event unforeseeable and/or beyond the non-performing party's reasonable control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof for which the non-performing party is not responsible, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform under this Agreement for which the non-performing party is not responsible, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) pandemics, epidemics, quarantines or regional medical crises, (e) labor strikes or lockouts, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property) and (g) governmental acts or interventions. This also applies to the occurrence of any Force Majeure affecting a supplier or sub-supplier of Seller. If a Force Majeure event causes a delay, then the date of performance will be extended by the period of time of occurrence of Force Majeure or for any other period as the parties may agree in writing. If there already exists a delay in performance at the time of the occurrence of any Force Majeure, the non-performing party's responsibility for delay, if any, does not continue to have effect during the occurrence of any Force Majeure.

14. MANUFACTURING HARDSHIP.

(a) Honeywell will in its reasonable business discretion adjust prices for Products ordered by Buyer to reflect changes in its production or procurement costs (such as energy, equipment, labor, regulatory, transportation, raw material or product costs) after issuance of an order confirmation by Honeywell but prior to delivery of the Products. Increases in one type of costs may only be used for a price increase to the extent that there is no compensation for declining costs in other areas. In the event of cost reductions, Honeywell will reduce the prices to the extent that these cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, Honeywell will ensure that cost reductions will be considered the same way as cost increases with regard to the price adjustment.

(b) Honeywell will notify Buyer of the price adjustment in writing or by email. Honeywell will also notify Buyer of the reasons for and the percentage change of the increased or reduced cost types and disclose to Buyer the calculation of the increased or reduced prices by providing a percentage weight overview of the individual cost types. Buyer shall agree to a price increase within two (2) weeks of notification of the price increase.

(c) If Buyer objects to the price increase or does not agree to the price increase within two (2) weeks contrary to this Section 14, Honeywell may withdraw from a purchase order to the extent that it has not yet been fulfilled. Honeywell must exercise this right to withdraw in writing or by e-mail to Buyer within a further two (2) weeks of the expiry of the Buyer's consent period. In the event of withdrawal, neither party shall be entitled to claim damages due to such withdrawal.

15. WITHDRAWAL/TERMINATION/SUSPENSION.

Either party may withdraw (*zurücktreten*) from the Agreement as far as set out in these Terms and Conditions and according to statutory provisions by giving written notice to the other party. In the event of a continuous obligation (*Dauerschuldverhältnis*), either party may terminate the Agreement with three (3) months' notice or immediately for good cause. Good cause shall be considered to exist in particular, in the case of any major breach under any terms or conditions of the Agreement, and if the breaching party does not cure or commence to cure any such breach within thirty (30) calendar days after receipt of written notice by the non-breaching party. In the event of withdrawal (*Rücktritt*) or other termination of the Agreement, Buyer is obliged to return the Product and all copies thereof to Seller. In such event, Buyer shall permanently delete and/or destroy any copies of documents and of any software provided by Seller, if any. Upon Seller's request, Buyer shall confirm in writing such permanent deletion and/or destruction and that no documents, software or copies thereof were retained. In the event that the Product is returned, the costs of shipping, shipping insurance, packaging and/or customs duties shall be initially borne by Buyer. If the Product is returned in case of withdrawal due to a defect, the costs of shipping, completed shipping insurance, packaging material and/or customs duties will be borne by Seller. Damage to the Product, which is attributable solely to improper packaging during the return of the Product, shall be borne by Buyer. Any previous damages and defects in the Product shall also be taken into account in assessing damages to be borne by Buyer. The rights of withdrawal are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity.

Seller may suspend performance under this Agreement at Buyer's expense if Seller supplies Products according to Buyer's specifications or directions and determines that performance may cause a serious safety, security, or health risk. In such case, Seller and Buyer shall search for and discuss solutions.

16. COMPLIANCE WITH APPLICABLE LAW.

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/19/EU or similar directives.

17. EXPORT AND IMPORT COMPLIANCE.

Buyer will comply at all times with all applicable United States (US), United Nations (UN), European (EU), German and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed by such applicable international or national sanctions; (iii) prohibition against complying with the boycott of certain countries covered by such applicable international or national boycott legislation; and (iv) transferring any technology, know how or specialized technical information to countries where the transfer is regulated by licensing laws and permitting requirements with respect to such transfers according to which e.g. compulsory licenses are being granted to such country. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Seller. Unless otherwise mutually agreed in writing, Buyer shall not sell, transfer, export or re-export any Products or software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or software may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Buyer will retain documentation evidencing compliance with export/import control laws. If and to the extent Buyer is liable and Seller has a claim to it, 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. Further claims for compensation (*Schadensersatzanspruch*) of Seller remain unaffected by this. Buyer shall include provisions in its agreements with its customers that equally 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.

Subject to Section 24, 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.

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.

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

Buyer certifies that Buyer has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct (the "Code of Conduct") which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance>. In addition, Buyer acknowledges and agrees that it will comply with all applicable anti-bribery and anti-corruption legislation ("Anti-Corruption Law"), as far as applicable. Without limiting the foregoing, Buyer hereby certifies:

(a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, solicit, pay, 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, to its best knowledge, has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, Anti-Corruption Law.

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- (c) 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, withdraw from or terminate this Agreement if required to comply with all applicable laws, regulations, or policies of the United States, the European Union, Germany or other jurisdiction(s) where the Buyer intends to do business.
- (d) That it will maintain accurate books and records in accordance with their internal procedures along with supporting documentation. Seller, at its expense, may audit Buyer two-times in a year to determine Buyer's compliance with Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement, and, in cases of justified suspicion of a breach of such law. Buyer will be advised of such audit not less than thirty (30) calendar days in advance. Buyer shall prepare for and assist in any such audit.
- (e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.
- (f) That it will immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer finds out that current or former employees or officials of the government of the United States, the European Union, Germany or other jurisdiction have been or are being employed or compensated by Buyer if such employment or compensation violates any applicable law, regulation, or policy in the United States, the European Union, Germany or any 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 Anti-Corruption Law, the Code of Conduct or Seller's policies.
- (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 Anti-Corruption Law, the Code of Conduct, or Seller's policies, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, if and to the extent Buyer is liable and Seller has a claim to it, 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 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.

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

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

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

19. DATA COLLECTION, TRANSMISSION AND USE.

Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, 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. Buyer acknowledges that personal data of the end-users of the Products (employees of Buyer or individuals at Buyer's commercial partners or suppliers, as applicable) collected by the device may be used and processed by Seller, inter alia for the purposes of performing the Agreement, or stored with third parties and shared with Honeywell Affiliates within the meaning of Section 15 German Stock Corporation Act (*Aktiengesetz* - AktG) ("Affiliate(s)") located outside of European Union, as in USA, India or Mexico, in accordance with the applicable data protection laws and the Seller's privacy statement on www.honeywell.com. The required data protection regulations will be complied with by Seller and its Affiliates. No end-user identifiable data will be provided to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

20. CONFIDENTIALITY AND PERSONAL DATA.

The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure, unless a longer period applies according to statutory law (e.g. Law against unfair competition (*Gesetz gegen den unlauteren Wettbewerb*) or Trade Secrets Act (*Geschäftsgeheimnisgesetz*), when in effect). 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 receiving party, (b) known to receiving party at the time of

disclosure through no wrongful act of receiving party, (c) received by receiving party from a third party without restrictions similar to those in this section, (d) independently developed by receiving party or if (e) the disclosure is required by law. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A receiving party of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, however Seller may disclose confidential information to its Affiliates, employees, officers, consultants, agents, and contractors.

The parties undertake to comply with the applicable data protection regulations and to process data exclusively in accordance with the applicable data protection regulations. In particular, Seller ("Data Processor") will solely process personal data of the Buyer ("Data Controller") and Buyer's customers ("end-user") for the purpose of fulfilling services stipulated in the Agreement. Any inquiries from Buyer, the end-user or the data protection authority related to data processing by the Seller will be responded promptly and fully. Shall Buyer require additional documentation and standards which are not already part of this Agreement (including secondary contractual duty), Seller will provide it at Buyer's costs. Shall Buyer move the burden on handling data access rights to Seller, Seller will ensure these are being handled properly and at Seller's costs. Buyer has the right to audit Seller's compliance with data privacy laws and cyber security standards. Such audit can be executed only (i) after at least thirty (30) calendar days prior notice; (ii) occur during normal working hours and (iii) shall not significantly interfere with regular course of business. Any costs related to the audit will be born only by the Buyer. Upon termination of this Agreement, Seller shall erase or anonymize the personal data of the Buyer or the end-user, in accordance with the applicable data protection regulations.

21. WARRANTY TERMS.

(a) Claims for defects (including but not limited to defects in the Product; *Gewährleistungsansprüche*) shall become barred one (1) year after the date of delivery of the defective Product by Seller or an extended period of time that is published for a Product by Seller from time to time commencing on the date such Product is shipped by Seller ("Warranty Period"), save for defects which are fraudulently concealed or caused by willful intent or gross negligence. Sections 445a, 445b and 478 BGB remain unaffected.

(b) If, during the applicable Warranty Period for a Product sold by Seller hereunder, and in the event of a defect for which notification according to Section 6 has been timely provided, such Product shall be returned to 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 Buyer's original place of delivery. Seller's obligations hereunder shall arise only if that the claimed defect or nonconformity actually exists and was not caused by any improper use as described in Section 21 (f).

If Seller reasonably determines that Product was free from defects in line with Section 6 and 23 (i.e. improper rejection), Buyer will be responsible for all expenses caused by the improper rejection, unless the lack of defectiveness was not recognizable for Buyer. If not otherwise agreed in this Agreement, in all other respects the statutory warranty law shall apply.

If the defect is caused by a defective product of Seller's supplier (or sub-supplier), whereby the supplier (or sub-supplier) is not engaged by Seller to assist with the performance of the Agreement (*kein Erfüllungsgeld*), and Seller is merely passing on such third party product to Buyer, Buyer shall, where possible, in the first instance, be entitled to require Seller to assign its rights against the supplier (or sub-supplier) to Buyer, such that Buyer can bring a claim against the supplier (or sub-supplier). This shall not apply if the defect is caused by improper handling of the supplier's product (or sub-supplier's product) for which Seller is responsible. In the event that Buyer is unable to claim against the supplier (or sub-supplier) for the defect, Seller shall be liable to Buyer. 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. Seller may refuse to remedy defects or deliver replacements, until Buyer has paid the full invoice price due for the ordered Product to Seller.

(c) Services Warranty. Services shall be performed in a good workmanlike manner consistent with industry practices. 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 or via e-mail of defective services within thirty (30) calendar days of the date the service was performed. All services corrected or re-performed are warranted for the remainder of the original warranty period. Subject to the limitations set forth in Section 24. below, Buyer shall not be entitled to damages arising out or in connection with the services performed under the service agreement. Buyer's right of withdrawal from the service agreement or price reduction in the event that the defect is not remedied by Seller by means of correction or re performance shall remain unaffected.

(d) OTHER LIMITATIONS. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO PRODUCTS NOT SOLD BY SELLER. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A "SHRINK WRAP" LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

(e) DISCLAIMER. THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 21 AND AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.

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(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, notwithstanding Section 6, you must notify us within the Warranty Period of discovery of a defect. You must return the defective Product to us, properly packaged and when shipping within Germany, with insurance and transportation costs prepaid. 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 shall be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s).

(2) Honeywell will reship the Product to you at our expense in Germany. 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 explicit 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 non-replacement or non-repair of defective important parts; (d) usage of unsuitable means of operation (including but not limited to be charged to a faulty electrical connection); (e) usage beyond the usual use of the Product (f) 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 are caused by normal wear and tear.

(4) This limited warranty does not extend: (a) to any Product determined by Seller to have been used after having arrested a fall which has caused the damage; (b) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions.

(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 a standard operating environment. 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. If a Cybersecurity Event occurs, Buyer shall promptly notify Seller of the Cybersecurity Event, in any case no longer than in twenty-four (24) hours from discovery. "Cybersecurity Event" shall mean actions leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. 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. Seller shall not be liable for damages caused by a Cybersecurity Event resulting from Buyer's failure to comply with the Agreement or Buyer's failure to maintain reasonable and appropriate security measures. 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.

22. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT; THIRD PARTY CLAIMS.

Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid 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. As Seller has exclusive control of resolving claims under this provision, subject to Section 24, in no event will Seller be liable for any defense fees or costs incurred by Buyer without the Seller's prior, written consent. Buyer shall not incur any expenses on Seller's behalf without Seller's 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 third party 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 or authorized 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, provided that the claim is due to the fact that no update was performed; or (e) any alteration, customization, or other modification of the Product other than by Seller or requested to Seller by Buyer. Further, if and to the extent Buyer is liable and Seller has a claim to it, 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 Section 21. 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 becomes non-infringing; or accept return of the Product or terminate Buyer's license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, and, where applicable, for 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. THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

23. INDEMNIFICATION.

If and to the extent Buyer is liable and Seller has a claim to it, Buyer shall indemnify and hold harmless Seller for all costs and damages, including attorneys' fees, suffered by Seller as a result of Buyer's actual or threatened breach of these terms and conditions. Further claims for compensation (*Schadensersatzanspruch*) of Seller remain unaffected by this.

24. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS.

Notwithstanding anything to the contrary contained in this Agreement: (i) In connection with this Agreement and the sale of Products (including the delivery of Products) and provisions of services to Buyer, regardless of the form of action giving rise to such liability, and including any liability under Sections 6, 21 and 22 above, Seller shall only be liable for damages that Seller has caused by gross negligence and/or willful misconduct. (ii) In the case of violation of the essential duties described in the Agreement (*wesentliche Vertragspflichten; Kardinalpflichten*), Seller shall also be liable for negligence, whereby this liability is limited to the contractual typical damage to the amount of an average damage customary in the relevant industry, which would have been reasonably foreseeable on the date the Agreement is concluded or on the date when the breach of duty was committed. Such reasonable amount depends on the concrete case, but regularly is the aggregate purchase price for the Products or services in question. Essential obligations are those whose fulfillment is essential for the proper execution of the Agreement by Seller (i.e. primary contractual obligations) and on whose compliance Buyer can regularly rely and trust. (iii) Seller shall be liable for losses arising from the lack of any characteristics of the Products which are explicitly guaranteed (i.e. assured), if any, up to the amount which is covered by the purpose of the guaranty and which was foreseeable for Seller at the time the guaranty was given. (iv) Seller shall not be liable for damages resulting from improper handling or improper use of the delivered Products. (v) Claims for damages under the German Product Liability Act (*Produkthaftungsgesetz*) and all other applicable mandatory law as well as claims for the injury and damage to life, body and health shall remain unaffected by any limitation of liability. (vi) Seller is responsible for fault on the part of its (third party) suppliers and sub-suppliers to the same extent as for fault on his own part (subject to the limitation set forth under this Section 24), if and to the extent such (third party) suppliers and sub-suppliers are acting as vicarious agent (*Erfüllungsgehilfe*) of Seller. (vii) The exclusions and limitations concerning the liability for damages by Seller according to these Terms and Conditions shall also apply to liability for damages of Seller's employees, executive employees, representatives and vicarious agents. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 22 AND 23 OF THESE TERMS AND CONDITIONS) AND THIS SECTION 24 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 AND IF NOT OTHERWISE STIPULATED HEREIN, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 24 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. EXCEPT FOR CLAIMS FOR DEFECTS TO WHICH THE WARRANTY PERIOD SHALL APPLY (SECTION 21(a)), BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE CLAIM AROSE AND BUYER OBTAINS KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO THE CLAIM AND OF THE IDENTITY OF THE OBLIGOR, OR WOULD HAVE OBTAINED SUCH KNOWLEDGE IF HE HAD NOT SHOWN GROSS NEGLIGENCE, UNLESS IN CASE OF CLAIMS DUE TO INJURY TO LIFE, BODY, HEALTH AND/OR CLAIMS DUE TO GROSSLY NEGLIGENT OR INTENTIONAL CONDUCT. IN THIS RESPECT, THE STATUTORY LIMITATION PERIODS SHALL APPLY.

25. NOTICES. If not otherwise agreed herein, every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered either (a) two (2) calendar days after mailing by mail; or (b) one (1) 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 or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving party confirming receipt of the notice. Notices may be made via e-mail if expressly allowed in the provisions of this Agreement.

26. 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.

27. 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.

28. APPLICABLE LAW AND FORUM. The Agreement will be governed by and interpreted in accordance with the laws of Germany. Seller and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any potential dispute relating to the Agreement will fall under the exclusive jurisdiction of the courts of Germany.

29. 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 thirty (30) calendar 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 fifteen (15) calendar days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

30. 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.

31. 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

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Products in any respect.

32. 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.

33. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits: (i) A Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and EUR 2,000,000 in the aggregate for bodily injury and property damages; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller at least thirty (30) calendar days prior to any expiration or termination of, or material change to the policy. All certificates shall be delivered to the Seller prior to placement of any orders hereunder.

34. ASSIGNMENT; SUBCONTRACTING. Neither party will assign any rights or obligations under the Agreement or transfer the Agreement as a whole 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 or transfer 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 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.

35. SURVIVAL. Sections 9, 10, 16 to 35 by their nature should continue in force after the completion or termination of the Agreement will remain in force.

SCHEDULE A

Termination of Distributors/Resellers.

Upon termination or expiration of an Agreement with a Buyer that is a distributor or other reseller, for any reason whatsoever, Buyer shall be obligated: (i) to cease immediately acting as a distributor of Seller and abstain from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to reapply to Seller to be an authorised distributor of Products to be determined in Seller's sole discretion; (ii) to cooperate with Seller upon its direction in completing all outstanding obligations vis a vis its customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Seller in any manner, and to refrain from holding itself out as having been formerly connected in any way with Seller; (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

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 authorised to sell and only in the territory in which Buyer is authorised to sell (the "Trademarks"). The Trademarks will be used solely in connection with Buyer's marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any and all use of the Trademarks in any manner, except as needed by Buyer to sell its remaining inventory of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.

(b) **Acknowledgment of Rights and Trademarks.** Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer's use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller's corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, 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 to use the Trademarks. Seller's approval of the Copy shall be deemed to be refused if Seller does not provide a reply to Buyer within fifteen (15) business days of Seller's receipt of the Copy. Seller may refuse to approve, and Buyer shall not distribute, any materials containing or referring to the Trademarks that derogate, erode, or tend to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller's opinion. Buyer shall provide for Seller's approval samples of any Copy which differs in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.

Minimum Order Value (MOV) Freight Cost Waived, Freight Cost, Low Order Value Administration Fee (LOVAF) and MOV LOVAF Waived

Region	MOV Freight Cost Waived (Platinum, Gold and Silver Partners Only*)	Freight Cost – Order Value <MOV**	Freight Cost – Order Value > or = MOV***	MOV LOVAF Waived	LOVAF
Benelux / DACH/ France	3000 €	60 €	2.0%	1500 €	25 €
Italy/Portugal/ Spain	1500 €	75 €	4.5%	1500 €	25 €
United Kingdom	1500 £	75 £	4.5%	1500 £	25 £
Ireland	1500 €	75 €	4.5%	1500 €	25 €
CEE	3000 €	80 €	4.5%	1500 €	25 €
Nordics	3000 €	115 €	7.0%	1500 €	25 €

* Honeywell prepaid freight will be limited to Platinum, Gold, and Silver Partners as defined in Honeywell partner programs and policies posted on the Honeywell Partner Portal

** For order values below MOV Freight Cost Waived, Honeywell will charge the freight cost shown in the table above – this is applicable to all Buyers including without limitation Platinum, Gold, and Silver Partners

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

RETURNS. Returned Materials Authorization (RMA) must be requested within 60 days of when the goods are received. Returned materials shall not exceed three percent (3%) of Buyer's prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 60 days. Returned materials not deemed saleable, at the sole discretion of Honeywell, will be disposed of or returned at Buyer's expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMAs are valid for 60 days from the date of issue. If product is to be returned to Honeywell, it must be received within 60 days of the RMA issue date. If product is not received by then, the RMA will be cancelled and credit or free replacement will not be issued. Materials returned without such authorization will be disposed of or returned at Distributor's expense, and no credit will be issued. The 20% restocking charge may be waived, in Honeywell'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.
