

1. **APPLICABILITY.** Purchase orders placed by Company (“**Order**”) for the purchase of: (a) products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “**Products**”) and (b) services to support a defined customer requirement (“**Services**”); and (c) Software (all three collectively “**Offerings**”) will be governed solely by these conditions of sale (“**Agreement**”), unless and to the extent that a separate contract is executed in writing between Company and Honeywell Personal Protective Equipment (“**Honeywell**”). Company is defined as the procuring party, Honeywell is defined as the selling party, and Company and Honeywell are collectively referred to as the “**Parties**” and individually as a “**Party**.” “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity. This Agreement will apply to all Orders for Offerings, whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to Order within this Agreement may refer to the contract between the Parties. Certain special terms to this Agreement are set forth in Attachment A hereto. Unless otherwise noted in Attachment A, each shall be read together with the corresponding section of this Agreement. Any conflict in the provisions of the Agreement shall be resolved by giving precedence as follows: (i) the separate written agreement between Honeywell and Company (if any); (ii) Attachment A; and (iii) the Agreement.

2. **ORDERS.** Orders are subject to acceptance by Honeywell. Honeywell's acknowledgment of receipt of an Order will not constitute acceptance of such Order. Honeywell may cancel Orders at any time prior to shipment. Orders are non-cancellable by Company, including any revised and follow-on Orders, and will be governed by the terms of this Agreement. Honeywell may in its sole discretion accept an Order cancellation request and Company will owe a cancellation fee equal to the full amount owed under the Order or as otherwise determined by Honeywell. If cancellation fees and costs are not paid in full by Company, or if Honeywell has already begun production of any portion of the Order, other than Offerings that are not custom, Honeywell may elect to ship the Order and invoice the Company for the full amount owed under the Order in lieu of assessing the cancellation fee. Notwithstanding the foregoing, Honeywell does not accept cancellations for custom or specially manufactured Offerings, or for non-stocked Offerings.

Without limiting the generality of the foregoing, Company acknowledges and agrees that Honeywell's salvage, storage or resale of Product might be impossible or impracticable and that if Company is responsible for transportation (or arranging for transportation) of Product(s) and fails to do so by the agreed pick-up date, Honeywell may, at Company's cost and without modifying or affecting the title, risk of loss, and delivery terms under this Agreement, secure transportation to deliver the Product to Company's location or secure reasonable storage facilities to warehouse the Product(s).

Orders must specify: (a) any relevant contract or agreement, (b) Order number, (c) Honeywell's Offering part number or quotation number as applicable, including a general description of the Offering; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Offering is to be shipped; and (h) location to which invoices will be sent for

payment. Orders are subject to acceptance or rejection by Honeywell. Any conflicting, additional, and/or different terms or conditions on Company's Order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Honeywell. Honeywell's acceptance of Company's Order is expressly conditioned upon Company's assent to the terms and conditions contained herein in their entirety. Company's acceptance of delivery or performance from Honeywell constitutes Company's acceptance of these terms and conditions in their entirety. A valid Order number is required before processing; any Order received without one will be returned to the Company. Company may not modify an Order without written consent from Honeywell, subject in full to: (i) Honeywell'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 Honeywell in its sole discretion.

3. **DELIVERY.** (a) **Delivery Liability.** Delivery and shipment dates for Offerings are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Company or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including liquidated damages in Company's contracts with its 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 Company, or a type of product different than that ordered by Company, Company may return such excess or different Product to Honeywell within sixty (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. Company is liable for any delays or increased costs incurred by Honeywell caused by Company's acts or omissions including all costs Honeywell incurs for redirecting shipments due to any incorrect information or address provided by Company or its representatives provide. Company grants Honeywell a security interest in Products until paid in full, subject to applicable law. (b) **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (Incoterms 2020) Honeywell's point of shipment (“**Honeywell Dock**”) for all international shipments and (ii) Ex-Works Honeywell Dock (Incoterms 2020) for all domestic shipments. (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 Company 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 Company does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery, and associated logistics. (d) **Title.** Title to Products passes to Company when Honeywell places Products at Company's disposal at Honeywell's Dock. (d) **Delivery of Services.** Services shall include providing skilled labor, materials, tools, and parts related to gas detection equipment, per

the terms of the Service Program selected. Engineering services, technological improvements and upgrades are not part of this Agreement. Company shall bear the costs of services (e.g., electrician) and materials (e.g., conduit) that are the result of inappropriate use, modifications, alterations, acts of vandalism, damages caused by fire, water, accidents, obsolete systems catastrophes, or other acts of God. Company agrees to give Honeywell safe and reasonable access to the work site. Company shall provide scaffoldings and if required, ladders or lifting equipment, personal protection equipment and any other equipment permitting access to the site as required by health and safety laws and shall bear the cost. If equipment is not available to Company, then Honeywell must be notified and arrangements made, with Company to bear the cost. All service calls not within Honeywell's responsibility in accordance with this Agreement or those for which Honeywell is unable to perform the service because access to equipment as referred to in this Agreement is not possible, shall be billed to Company, over and above the costs pertaining to this Agreement.

**4. 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 Offerings, 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, or if Honeywell and Company have not agreed on all required adjustments to price, delivery dates and other affected terms within 60 days after the expiration of the delay, Honeywell may provide notice to Company that it is cancelling any affected outstanding Customer Orders or affected portion thereof.

**5. ACCEPTANCE. (a) Products.** All Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within thirty (30) calendar days after delivery. Rejection shall be based solely upon the failure of the Products to comply with Honeywell's published specifications or such specifications which are mutually agreed in writing by the parties. Company must disposition rejected Product in accordance with Honeywell's written instructions. No Product shall be returned without Honeywell's written consent, including but not limited to returns and rejections. Authorization for Product returns must be obtained from Honeywell in writing and shall follow Honeywell return processes, policies, and fees for the applicable Product line. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option, which shall be Company's sole and exclusive remedy for rejected Products by Company. Subject to the terms of the article titled "Taxes", Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. If Honeywell reasonably determines that rejection was

improper, Company will be responsible for all expenses caused by the improper rejection. **(b) Services.** Company will inspect Services within ten (10) calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company's sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

**6. CHANGES. (a)** A Change Order is a written order signed by Company and Honeywell authorizing a change in the Services or adjustment in the Price or a change to the schedule. **(b)** Company may request Honeywell to submit proposals for changes in the Services, subject to acceptance by Honeywell. If Company chooses to proceed with Honeywell's proposal, such changes in the Services will be authorized by a Change Order. If Company makes a request for changes in the Services without requesting a proposal from Honeywell and Honeywell, in its sole discretion, performs any Work associated with such request, then the Company will be responsible for all associated fees and schedule changes (whether or not a Change Order is agreed in advance). Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to any request for changes 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 Services, 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 Services, Price, schedule, level of performance, or other facet of this 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 Services, 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 pay for the change in the Services. If 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 escalation shall be authorized by Change Order. If Company rejects, or Honeywell and Company fail to agree on, the Change Order, Honeywell shall not be obligated to perform the additional or altered Services. Furthermore, if the changes contemplated by

Honeywell's rejected or unagreed request are, in Honeywell's opinion, required in order to complete any portion of the Services as previously agreed by the Parties, then such portion shall be de-scoped from the Work and Company shall be responsible for (i) all costs incurred in connection with such de-scoping; (ii) payment for all Services performed in respect of such de-scoped portion as of the date of the termination; and (iii) a de-scoping fee equal to 30% of Price associated with such de-scoped portion. (d) Honeywell may, without notice to Company, incorporate changes to Offerings that do not alter form, fit, or function and may make changes with no obligation to ensure backward compatibility to previously-delivered Products. For any Customer more than 15% past due, Honeywell must be entitled to move all amounts due under existing change orders to immediate payment and require that all future change orders will be 100% advance payment, regardless of size.

### 7. PRICES.

(a) Unless otherwise specified in writing by Honeywell, prices for Offerings shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Honeywell reserves the right to update the price for each Products to the price in effect on the date of delivery for the Product and will issue a revised Order Acknowledgment or invoice to Company that reflects any updated pricing. For the avoidance of doubt, upon Company's acceptance of Products pursuant to the section titled [Acceptance], Company shall be deemed to have accepted the updated pricing contained in the revised Order Acknowledgment or invoice. Prices, terms, conditions, and Offering 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 Offering discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including invoices previously paid by Company.

(b) Honeywell reserves the right to monitor Company's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Company's Offering 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. Company 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).

**8. MINIMUM ORDER QUANTITY.** Depending on Company's local region and the Offerings being purchased, Honeywell may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Honeywell may also charge processing fees for orders placed manually and not through its eCommerce website. Failure by Honeywell to enforce

minimum order requirements shall not be construed to be a continuing waiver of such requirements by Honeywell.

**9. ECONOMIC SURCHARGE.** Honeywell may, from time to time and in its sole discretion, issue surcharges on Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (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) any other circumstances that increase Honeywell's costs, including increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "**Economic Surcharges**"). Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this 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.

**10. 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. Payment by credit card is not preferred by Honeywell and is only permitted if agreed in writing by an authorized Honeywell Finance representative.

Partial shipments will be invoiced as they are shipped. Customer shall accept invoices in the format provided by Honeywell and Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made in USD currency unless agreed otherwise in writing and must be made via electronic fund transfer 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 Company is delinquent in its payment obligations to Honeywell, Honeywell may, at Honeywell's sole discretion and until all delinquent amounts and late charges, if any, are paid: (a) be relieved of its obligations with respect to guarantees, including, turnaround times, spares support and lead-times delivery, installation, turnover or final acceptance dates; (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 amounts owed under any contract or order between the Parties; (d) withhold performance, including suspending all work, the prior grant of any license rights and future shipments to Company; (e) (in each case at Company's expense); (c) 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 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.

**11. SETOFF.** Neither Company nor its Affiliates (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.

## **12. LIMITED WARRANTY.**

**(a) Product Warranty Terms.** Subject to compliance with this section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate written agreement between Honeywell and Company or, if no published or agreed period is identified, then at the time of delivery (the "**Warranty Period**").

This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Company's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for repaired or replacement Products, and any repaired or replacement Products will only be warranted for the remainder of the original Warranty Period, if any.

Experimental Products (which may be designated by the letter "X" or "E" beginning their part number identification) are prototype, pre-production items that have yet to complete all phases of release testing; these Products are sold "AS IS" WITH NO WARRANTY, and to the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties, and representations, whether express or implied regarding these Products. Any software and software components provided by Honeywell, including any documentation designated by Honeywell for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, fitness for purpose, performance, accuracy and effort for such software or software components is with the Company. To the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties, and representations, whether express or implied regarding any of its software or software components or any of its accompanying documentation. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty.

**(b) Procedure for Warranty Claims.** If, during the applicable Warranty Period, Company believes there is a defect in material or workmanship covered by the relevant Product warranty, Company must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Company must be appropriately packed and must be made within thirty (30) days after Company identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Honeywell's sole discretion, credit Company or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Company (at Honeywell's expense). Honeywell will credit Company for its return shipping costs for any defective Products, but Company will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

**"Nonconformance"** means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance. Company must notify Honeywell in writing of a Nonconformance during the Warranty Period and, within thirty (30) calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell's written instructions. Nonconforming Products returned transportation prepaid to Honeywell's designated facility will be repaired or replaced, at Honeywell's option, and return-shipped lowest cost,



transportation prepaid. All Products must be cleaned and decontaminated prior to return shipment. Honeywell must receive the returned goods within thirty (30) days of Company's notification, or the claim will be cancelled. No Products will be accepted for return without an authorization number obtained in advance of shipment to Honeywell. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. Company is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Honeywell. Company understands and warrants that Company 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, Company shall promptly notify Honeywell 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. Company shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Company shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Company's expense in accordance with applicable laws, regulations, and standards. Company further agrees that Company will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Company will provide and make available this forensic evidence and data to Honeywell. Honeywell shall not be liable for damages caused a Cybersecurity Event resulting from Company's failure to comply with the Agreement or Company's failure to maintain reasonable and appropriate security measures. Company is responsible for all such damages. COMPANY ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. COMPANY FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

**(c) Services Warranty.** Services shall be performed in a professional and workmanlike manner warranted for ninety (90) days from the date services are performed (the "Service Warranty Period"). Honeywell's obligation and Company's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Company notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service

Warranty Period.

**(d) Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT OR SERVICE THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Offering (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Company's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

**(e) Warranty as Exclusive Remedy.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT OR SERVICE SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCT OR SERVICE. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

**(f) Warranty Disclaimer.** (i) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. COMPANY BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION. (ii) THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO OFFERINGS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS, AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). BUYER'S WARRANTY SHALL BE VOID IF COMPANY USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF COMPANY USES ANY PRODUCTS AND SERVICES IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. COMPANY ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERINGS OR THE NETWORK ENVIRONMENT. COMPANY FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO

GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERINGS BEYOND THEIR STATED WARRANTY PERIOD. (iii) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE: (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. (iv) HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) COMPANY'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY COMPANY OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA COMPANY'S CREDENTIALS; OR (H) COMPANY'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

**13. TECHNICAL ADVICE AND RECOMMENDATIONS.** Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Company at Company's own risk and without any obligation or liability to Honeywell. It is Company's sole responsibility to determine the suitability of an Offering for use in Company's or the end-user application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability to Honeywell. Proper selection, use, maintenance, and disposal of Offerings according to applicable laws, regulations, certifications, and standards are Company's responsibility and Honeywell shall have no liability for violation thereof.

#### **14. 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 this Agreement without liability, but this 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 or 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 Offerings to be provided by Honeywell under this Agreement; or (10) any other cause beyond the non-performing Party's reasonable control.

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 Offering 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 the Economic Surcharges language herein. 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 Customer that it is cancelling any affected outstanding Customer **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.

#### **15. TERMINATION AND SUSPENSION OF PERFORMANCE.**

Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Company upon the occurrence of any of the following events: (a) Company 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) Company 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 except as provided in the Assignment clause; (d) Company experiences one or more of the 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, or (v) there is an adverse change in Company's creditworthiness or an attempt to obtain protection from creditors or wind down operations; (e) Company 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) Company 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 its Offerings. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. Upon termination or expiry: (a) Company must pay all amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. 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 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 Company's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**16. GOVERNING LAW AND DISPUTES.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("**Dispute**"), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Honeywell and Company expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and

agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

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) 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) days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

## 17. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

(b) ALL CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY SECTION OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY COMPANY TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY COMPANY ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT. (c) HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF PRODUCTS, AND ANY PROVISION OF SERVICES TO COMPANY, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE PAID BY COMPANY TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

COMPANY WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING



RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The Parties agree that Honeywell's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

**18. CONFIDENTIALITY.** Honeywell may provide Company certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Company using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Company; (b) already known to Company at the time of disclosure through no wrongful act of Company; (c) received from a third party without restrictions similar to those in this section; or (d) independently developed by Company may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Company may disclose Confidential Information: (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations and (ii) in response to a court order, government request, or other legally required request where it: (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Company will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

**19. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT.** Honeywell will defend Company, its Affiliates and subcontractors against any third-party suit alleging that Company's use of the Offerings (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Company resulting from such suit; provided that Company promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Company without Honeywell's involvement and prior, written

consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Offerings made to Company's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Honeywell documentation; (c) combination or use of any Offerings with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Company provides; (f) Company's use of the outputs of the Offerings; (g) any alteration, customization, or other modification of the Offerings other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offerings. Further, Company agrees to defend, indemnify, and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this section, as per the Indemnification section herein. If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Company the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Company to return the Product (and terminate Company's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ration of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Company is based on the revenue generated from the use of the Offering, as opposed to from the sale of such by Honeywell to Company (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Company to Honeywell for the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under the Limitation of Liability section. THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

Honeywell will have no liability or obligation to defend and indemnify Company to the extent FAR 52.227-1 "Authorization and Consent" applies to Company's prime or higher-tier contract for infringement of a United States patent and Company is not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

**20. OTHER INDEMNIFICATION.** In addition to any other Company indemnification obligations in this Agreement, Company will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "**Honeywell Indemnitees**") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "**Claims**") arising out of Company's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Company's breach of its obligations or warranties under this Agreement or Company's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Company agrees to the following "**Indemnification Procedures**": (a) Company will be entitled



to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Company's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Company with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Company may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

**21. SOFTWARE LICENSE.** All software delivered by Honeywell to Company is not sold but is subject to the software license herein or as otherwise agreed in writing by the Parties. "**Licensed Software**" means software, including all related updates, changes, revisions, and documentation, if any, that Company is entitled to use under the terms of this Agreement, and which is not subject to a separate software license between the parties.

- (a) **License.** Subject to Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license.
- (b) **Ownership.** Honeywell (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Honeywell, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material.
- (c) **Transfer of Licensed Software.** Company may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company is to retain no copies. Company's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. In no event shall Company 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.
- (d) **Copies.** Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.
- (e) **Protecting Integrity.** Company may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any

portion of its contents. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure, or use of the Licensed Software.

- (f) **Negation of Other Licenses.** Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Company.

**22. SPECIAL TOOLING AND DATA.** Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

**23. TAXES AND DUTIES.** Honeywell's pricing excludes all taxes (including 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 amounts imposed upon the Offering(s) or bill of material thereof under any Trade Act, including the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under this 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 this Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless, at the time of Order placement, Company furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including 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) Company 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) Company 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 Company.

**24. NOTICES.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: (a) two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; (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. All non-electronic notices must be addressed as follows: HONEYWELL PERSONAL PROTECTIVE EQUIPMENT, 855 S. Mint St., Charlotte, NC 28202, Attn: General Counsel.

**25. ASSIGNMENT.** Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Company shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Company's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Company confidential information to any third party without Company's consent.

**26. INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENTS.** Company recognizes that all rights or industrial ownership either intellectual or other, relating to Offerings belong either to Honeywell or its Affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Company only allows the Company the right to use the Offerings, and no rights to either modify or reproduce except and unless expressly authorized by Honeywell in writing.

**27. TRADEMARKS.** Company acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Offerings ("**Trademarks**"). Unless Company enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Company not: (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Company rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell's ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks. Company agrees not to remove or alter any indicia of manufacturing origin contained on or within the Offerings, including without limitation the serial numbers or trademarks on nameplates or cast or machined components

**28. DATA PRIVACY.** For purposes of this Agreement, "**Applicable Data Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations; "**Data Controller**" means a Party that alone or jointly with others, determines the purposes and

means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). "**Personal Data**" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Company to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorisations to transfer Personal Data to the other Party (including providing notice).

To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("**Controller SCCs**") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

If Honeywell processes Personal Data on Company's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply ("**Data Processing Terms**").

**29. CHANGES AND DISCONTINUANCE/OBSOLESCENCE.** Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Company, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Company. Where Offerings have been discontinued, Company should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

### **30. COMPLIANCE.**

(a) **Code of Conduct.** Company 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-Honeywell-are/integrity-and-compliance>. Company further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Company, or the facilities and other assets used by Company in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Company's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Company will defend, indemnify, and hold the Honeywell Indemnities harmless from and against any Claims arising out of Company's non-compliance with this section and its subparagraphs, pursuant to the procedures of the Indemnification section herein.

(b) **Sanctions Compliance.** Company represents and warrants, that: (i) it is not a **"Sanctioned Person,"** meaning any individual or entity: (A) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control (**"OFAC"**) list of Specially Designated Nationals and Blocked Persons (**"SDN List"**), the OFAC Sectoral Sanctions Identifications List (**"SSI List"**), and the sanctions lists under any other Sanctions Laws; (B) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) (**"Sanctioned Jurisdictions"**); and/or (C) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing. (ii) Relating to this Agreement and the transactions contemplated hereby, Company is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (**"Sanctions Laws"**). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws. (iii) Company will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (A) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (B) for purposes prohibited by any Sanctions Laws. Company will not source any components, technology, software, or data for utilization in Honeywell Offerings: (A) from any Sanctioned Persons or Sanctioned Jurisdictions or (B) in contravention of any Sanctions Laws. (iv) Company's failure to comply with this provision will be deemed a material breach of this Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this section. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

(c) **Export and Import Compliance.** Company will not distribute, resell,

export or re-export any Offerings, technical data, Software, plans, or specifications dealing with an Offerings (**"Restricted Items"**), 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"**). Company acknowledges that Export/Import Control Laws may control not only the sale, resale, export, and re-export of Offerings but also the transfer of other Restricted Items. Company agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Company shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Company further acknowledges that U.S. Export/Import 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. Company will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services, or technical data under this Agreement. Company will promptly provide all information required by Honeywell to complete the authorization application. Company will apply for all other necessary import, export, or re-export approvals.

Honeywell will not be liable to Company for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including: (i) the failure to provide or the cancellation of export or re-export licenses; (ii) 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 Honeywell's performance; or (iii) Delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations. If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information.

(d) **Anti-Bribery, Anti-Corruption Laws.** (i) Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act (**"FCPA"**) and similar anticorruption laws applicable in the countries where Honeywell operates. (ii) Company certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>, and the Honeywell Anticorruption Policy, which is available at



<https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>. (iii)

Company agrees that in connection with its activities under this Agreement, neither Company nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision. If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Company will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that Company has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement. If Company learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Company agrees to cooperate fully with any Honeywell investigation, audit or request for information under this section.

(e) **EU WEEE Directive.** To the extent applicable, Company agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for: (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Company shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Company shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.

(f) **Audit.** Company agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Company to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Company will provide reasonable assistance to Honeywell to complete such audit.

(g) **Non-Compliance.** Company's failure to comply with this provision will be deemed a material breach of this Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

**31. COMPLIANCE WITH LAWS.** Each Party will comply with all applicable laws, regulations, and ordinances in performance of this Agreement, in addition to Company's obligation to comply with the Compliance section of this Agreement.

## 32. GENERAL PROVISIONS.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented, or added to except by the mutual written consent of the Parties' authorized representatives.

(b) **Commercial Use.** Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell.

(c) **Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

(d) **Headings, Captions and Language.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. If this Agreement is translated into any language other than English, the controlling version of this Agreement is the English language version even if other language versions are signed by the Parties.

(e) **Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its Affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies, or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, Honeywell may list Company and its logo as a customer on Honeywell's website and in marketing materials.

(f) **Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. Furthermore, nothing contained in this Agreement shall be construed to constitute Company as an exclusive purchaser of the Offerings in any respect.

(g) **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid.

(h) **Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

(i) **Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

(j) **Survival.** Those portions of this Agreement that by their nature should survive, survive termination or expiration.

(k) **Third-Party Beneficiaries.** Except for the rights expressly granted in this Agreement, Honeywell does not grant, license or transfer to Company or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise.

(l) **Waiver.** All waivers must be in writing. Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

(m) **Data Access.** Company retains all rights that Company already holds in data and other information that Company or persons acting on Company's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Company or third-party devices or equipment

by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Company has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company or any data subjects. Company will, at Company's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Company Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Company's future use. Company consents to any transfer of Company's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.

(n) **Hazardous Material Transportation Charges.** Where applicable, hazardous material transportation charges will be prepaid and added to Company's invoice.

(o) **Packing.** If Honeywell is responsible for packing any items for shipment, Honeywell will pack such items in accordance with Honeywell's general packing instructions, suitable for air-ride vans only.

**November 2024**

## Attachment A

**SPECIAL CONDITIONS OF SALE**

**Distributors/Resellers.** In the event that Company is authorized in writing by Honeywell to distribute or resell the Offering and/or its own services related to Products to a third party (a “**Customer**”), the following additional provisions shall apply. If Honeywell and Company have signed a separate agreement for the purchase and resale of products, the terms of that agreement shall prevail in the event of a conflict with the terms of this Agreement or the Attachments herein.

1. **Warranty.** Company, 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 Honeywell. Company 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 Honeywell, subject to the obligations of Honeywell set forth herein. Company represents and warrants that it will require its Customers to comply with the above Cybersecurity Event provisions.
2. **Drop Shipments.** Drop shipments are allowed within the United States. In addition to any other charges applicable hereunder, a fee as determined by Honeywell will be assessed to all drop shipment Orders. Each drop shipment is subject to minimum order requirements and each drop ship address requires a separate Order.
3. **Services Performed by Company.** Company acknowledges that it is not authorized to perform services for its Customers on Products purchased from Honeywell unless otherwise provided in a writing from Honeywell signed by an authorized Honeywell representative, and that the sale of materials and/or parts to Company from Honeywell in no way represent such authorization. Company further acknowledges and agrees that to the extent it performs any services for its Customers on Honeywell Products, it does so at its own expense and liability, and shall indemnify Honeywell 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 Honeywell’s rights under the “Limitation of Liability” section.
4. **Insurance.** Unless agreed otherwise, Company 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; Company shall deliver certificates to Honeywell, containing therein provisions requiring the insurance carrier to notify Honeywell 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 Honeywell prior to placement of any Orders hereunder. In addition, all such policies shall name Honeywell as an additional insured.
5. **Company Financial Status.** Company represents and warrants to Honeywell on a continuing basis that it is in good financial condition and able to pay all bills when due. Company shall, from time to time furnish any financial statements or additional information as may be requested by Honeywell in order to enable Honeywell to assess Company’s financial condition and creditworthiness. Additionally, Company authorizes Honeywell to obtain financial information regarding Company from credit reporting agencies, Company’s banks and suppliers, and other such sources. Honeywell may, in its sole discretion, increase or decrease the amount of credit (if any) that Honeywell has extended to Company in connection with the purchase of Products.
6. **Limitation of Liability.** Company shall include a Limitation of Liability provision in any written contract it has with a customer to which it sells, directly or indirectly, Honeywell products, software, or services (each, a “Customer”). In the event Company does not have a written contract with a specific Customer, Company shall include a Limitation of Liability provision in the terms and conditions of sale provided to its Customers. For purposes of this Section, “Limitation of Liability provision” shall mean a limitation of liability provision that: **(a)** is commercially reasonable under the circumstances and **(b)** includes both: **(i)** an express disclaimer of exemplary, incidental, consequential, statutory, punitive, special, and indirect damages (including lost profits and lost revenues) by Company to the Customer, and **(ii)** an aggregate cap on the liability of Company to the Customer not exceeding the cost of the applicable Honeywell Offerings purchased.
7. **Orders.** Unless otherwise agreed in writing by Honeywell, all orders must be placed through the Honeywell Partner eCommerce Platform (<https://sps.honeywell.com/shop>). Honeywell may, in its sole discretion, permit Company to place manual orders subject to a fee as determined by Honeywell.
8. **Trademarks.**
  - (a) **License and Use.** Honeywell hereby grants Company 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 Company is expressly authorized to sell and only in the territory in which Company is authorized to sell (the “**Trademarks**”). The Trademarks will be used solely in connection with Company’s marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Company shall immediately cease any and all use of the Trademarks in any manner; however, with Honeywell’s prior written approval, Company may use the Trademarks to sell its remaining inventory of Products. The rights granted to the Company pursuant to this Agreement are personal to the Company and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Company delegate its obligations hereunder without the written consent of



Honeywell.

- (b) **Acknowledgment of Rights and Trademarks.** Company acknowledges that Honeywell is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Company, including any additional goodwill that may develop because of Company's use of the Trademarks, will inure solely to the benefit of Honeywell, and Company will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Company shall use the Trademarks in strict conformity with this Agreement and with Honeywell's corporate policy regarding trademark usage, which shall be provided to Company from time to time. Company 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 Company rather than Honeywell; (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 Honeywell's ownership of the Trademarks. Company 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 Company in violation of this Agreement shall be immediately assigned to Honeywell upon request by Honeywell.
- (c) **Samples.** All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks ("**Copy**") which Company 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 Honeywell to ensure proper usage of the Trademarks by Company. Honeywell shall promptly review the Copy received from Company and shall not unreasonably withhold its consent. The Copy shall be deemed disapproved if Honeywell does not provide a reply to Company within fifteen (15) business days of Honeywell's receipt of the Copy. Honeywell may refuse to approve, and Company 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 Honeywell's opinion. Company shall provide Honeywell samples of Copy for approval which differ in substance from prior materials used by Company and approved by Honeywell in accordance with the terms of this Agreement.
- (d) **Infringements.** Company shall promptly notify Honeywell of any infringement or potential infringement of the Trademarks. Honeywell 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. Company shall provide or procure reasonable assistance, such as the furnishing of documents, information, and the execution of all reasonably necessary documents, as Honeywell may reasonably request.
9. **Termination.** Upon termination or expiration of an Agreement with a Company that is a distributor or other reseller, for any reason whatsoever, Company shall be obligated: (i) to cease immediately acting as a distributor of Honeywell and abstain from making further sales of Products, except with the written approval of Honeywell; provided, however, that Distributor shall have the right to reapply to Honeywell to be an authorized distributor of Products to be determined in Honeywell's sole discretion; (ii) to cooperate with Honeywell upon its direction in completing all outstanding obligations vis-à-vis its Customers; (iii) to cease immediately making use of any sign, printed material, Trademarks, or trade name identified with Honeywell in any manner, and to refrain from holding itself out as having been formerly connected in any way with Honeywell; and (iv) not to dispose of any Products purchased from Honeywell except to Honeywell, or as otherwise designated by Honeywell.

Within thirty (30) days after the termination or expiration of the Agreement, Honeywell may, at its option, repurchase from Company all of Honeywell's new and unused Products originally purchased from Honeywell which are within warranty, at the price paid by Company or at Honeywell's then current distributor's price (whichever is lower), less a restocking charge of 25%; and, upon demand, Company shall be obligated to deliver such Products to Honeywell FOB point of shipment, and the price thereof shall be payable (in cash or as a credit against any indebtedness then owed by Company to Honeywell) within thirty (30) days after such delivery. Honeywell shall have the right to inspect such Products before the exercise of its option hereunder. Upon expiration or termination of the Agreement for any reason, Honeywell shall have no obligation to Company for compensation or for damages of any kind.

Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Company if Company sells or transfers for sale or resale any Product in contravention of the provision of the Agreement authorizing Company to act as distributor or other reseller.

**Sales in Canada.** The following shall apply for sales transactions in Canada:

1. All references to currency shall be changed to CAD.
2. All references to the United States or US shall be changed to Canada.
3. Applicable law and forum shall be changed to: The Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to conflicts of law principles. Honeywell and Company 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 dispute arising out of or relating to the interpretation or execution of the Agreement, which cannot be resolved through executive escalation in accordance with the provisions of section 38 of this Agreement hereto, shall be submitted to arbitration for resolution. The arbitration proceedings shall be

conducted in accordance with the Ontario Arbitration Act, 1991, and shall take place in Toronto, Ontario in the English language, before a single arbitrator agreed by the parties, or else appointed by a judge of the Ontario Superior Court of Justice upon the application of one or both parties. The arbitrator shall decide according to Ontario law, and awards by this arbitration tribunal shall be binding on the parties.

- The parties have requested that the Agreement and the present Terms and Conditions be drafted in English. The French language version of these Terms and Conditions can be accessed online at: <https://sps.honeywell.com/us/en/support/safety/legal-documents/sst/canada/french>. / Le Contrat et les présentes Modalités sont rédigées en Anglais à la demande des parties. La version française des Modalités peut être obtenue en ligne à: <https://sps.honeywell.com/us/en/support/safety/legal-documents/sst/canada/french>. You may request a copy of the French language version of these Terms and Conditions by contacting HONEYWELL PERSONAL PROTECTIVE EQUIPMENT, 855 S. Mint St., Charlotte, NC 28202, Attn: General Counsel. / Vous pouvez demander une version française des Modalités en contactant HONEYWELL PERSONAL PROTECTIVE EQUIPMENT, 855 S. Mint St., Charlotte, NC 28202, A/s: General Counsel.

#### **Standard PPE Exceptions.**

The following additional or modified terms apply to standard PPE Products (General Safety and High Risk):

- 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. Companies are required to contact Honeywell Customer Service directly regarding export freight policies.
- 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. Company will indemnify Seller for any damages incurred as a result of Company's shipment of any Uvex safety eyewear outside of the Americas.
- Unless otherwise agreed by Seller, all orders must be placed through Honeywell Partner eCommerce Platform (<https://sps.honeywell.com/shop>). If Company is allowed by Seller, in its sole discretion, to place manual orders, a charge of \$35 may be assessed to any manually placed order.
- eCommerce Sales.** Company shall not sell or distribute Products to or through: (1) any eCommerce channels or marketplaces, including but not limited to Amazon.com, Walmart.com, eBay.com, etc. or (2) the retail market, including but not limited to drug stores, grocery stores, sporting goods stores, mass merchandisers, and other retail establishments, whether online or in-person).

#### **Retail Exceptions.**

The following additional or modified terms apply to Retail Products:

- Limitation on Honeywell Howard Leight by Honeywell MAX and MAX-LITE Earplug Sales and Marketing.** Company 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. Company shall not use the terms "MAX" or "MAXLITE" in any way as branding to sell or market Honeywell Howard Leight Maximum or Maximum-Lite earplugs in the retail market. Company 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 MAXLITE 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.
- Delivery Terms.** For orders of PPE or footwear from the Retail 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 prepaid and absorbed via Honeywell selected overland routing. No drop shipment charges shall apply to orders of Retail Products.
- eCommerce Sales.** Company shall not sell or distribute Products to or through: (1) any eCommerce channels or marketplaces, including but not limited to Amazon.com, Walmart.com, eBay.com, etc. or (2) the retail market, including but not limited to drug stores, grocery stores, sporting goods stores, mass merchandisers, and other retail establishments, whether online or in-person). Company 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 the appropriate contract or addendum in the form provided by Honeywell.

#### **Salisbury Product Exceptions.**

The following additional or modified terms apply to Salisbury Products:

1. **Purchase Orders (“PO”).** 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. Any Salisbury Blanket Order Program is subject to modifications announced at any time by Honeywell or Salisbury, including but not limited to phaseout and/or termination.
2. **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. (e.g., 2 left hands or 2 right hands). Single molded sleeves are not available.
3. **Delivery Terms.** Honeywell reserves the right to ship standard orders up to forty-five (45) days prior to original ship date unless otherwise noted by the Company at time of order. For orders valued at \$10,000 or more representing a single shipment to a single destination within the forty-eight (48) contiguous U.S. states, freight will be prepaid and absorbed via Honeywell selected overland routing. IEC Earthing Products for International: Free Carrier (FCA): Honeywell delivers the goods export-cleared to the carrier stipulated by the Company or another party authorized to pick up goods at the Honeywell’s premises or another named place. Company 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.
4. **Custom Printing – Personalization and Special Orders.** Honeywell 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 PO. Company must accept special order parameters prior to order acceptance by Honeywell. 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).
5. **Product Changes.** 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 twenty-five (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 five hundred (500) continuous feet.
6. **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 twelve (12) months. Return Material Authorizations (“RMAs”) are valid for thirty (30) days from the date of issue.

#### **Morning Pride / First Responder Product Exceptions.**

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

1. **Returns.** Any product returned for reasons other than as provided in the Limited Warranty section above, may be assessed a 20% restocking fee. The restocking charge will apply on helmets, boots, hoods, gloves, and suspenders returned within ninety (90) days of purchase, provided that such goods are in saleable condition. Restocking charges on size exchanges can be waived if notification is provided within thirty (30) days of invoice date. Custom Products, including but not limited to gear and Special Make & Made to Order boots, cannot be returned. Returnable Products may not be returned more than twelve (12) months after original sale. RMAs are valid for thirty (30) days from the date of issue.