Termination of Distributors/Resellers.

Upon termination or expiration of an Agreement with a Buyer that is a distributor or other reseller, for any reason whatever, the rights and obligations of Buyer that were to expire, if any, under the Agreement shall cease to exist except: (i) to cease immediately acting as a distributor of Seller and abate from making further sales of Products, except with the written approval of Seller; provided, however, that Distributor shall have the right to supply to Seller an authorized distributor of Products to be determined in Seller’s sole discretion; or (ii) to return to Seller, to the extent that such return shall be deemed saleable under the Agreement, (a) returned items, and (b) all other returned items at Buyer’s expense, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

SCHEDULE B – APPLICABLE AS SET OUT BELOW PER LINE OF BUSINESS

1. PPE Products

<table>
<thead>
<tr>
<th>Minimum order Value (MOV)</th>
<th>Low Order Value Administration Fee (LOAVAF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOV</td>
<td>Freight Waived</td>
</tr>
<tr>
<td>France / DACH / Italy</td>
<td>750 £</td>
</tr>
<tr>
<td>Spain / Portugal / Benelux</td>
<td>750 £</td>
</tr>
<tr>
<td>UK &amp; Ireland</td>
<td>750 £</td>
</tr>
<tr>
<td>Nordics / CEE</td>
<td>1500 £</td>
</tr>
<tr>
<td>RSA / Africa</td>
<td>58 €</td>
</tr>
</tbody>
</table>

HONEYWELL reserves the right to modify the prices set forth above at any time, at its sole discretion. The prices set forth above are subject to change without notice.

RETURNS. Authorization for return of merchandise must be obtained in writing. Returned materials shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be in its original packaging, unused, and in saleable condition for a full refund. Returned materials not accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. Returned materials not deemed saleable, at the sole discretion of Seller, will be disposed of or returned at Buyer’s expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-refundable for credit, with exceptions noted below. RMAs are issued for 60 days from the date of issue. Materials returned without such an RMA will be disposed of or returned at Buyer’s expense, and no credit will be issued. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

SCHEDULE C – TERMS & CONDITIONS OF SERVICES

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

2. If in the course of providing the services, HONEYWELL identifies a requirement for any remedial repair or additional work which is included by HONEYWELL, HONEYWELL shall use reasonable endeavours to carry out the repair (a) at the Customer’s Premises and (b) during the same visit as the original inspection. If that is not reasonably practicable, HONEYWELL will arrange with Customer either to repair the material or to purchase new material. All costs associated with such repair or purchase shall be charged to the Customer.

3. HONEYWELL will use reasonable endeavours to make such repair in accordance with the time scales specified in the Level of Service or, if none are specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

4. If the Equipment is connected to lines or apparatus in respect of which HONEYWELL does not provide the services, Customer shall notify HONEYWELL of the name of the service provider and the type of services provided so that HONEYWELL can arrange for any such services.

5. HONEYWELL will use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and the Customer will co-operate with HONEYWELL in this respect.

6. Customer shall notify HONEYWELL if any of the Equipment or Customer’s Premises are changed, and HONEYWELL shall be entitled to vary the Service Charge with effect from the date of variation.

7. HONEYWELL will not be liable to any Customer or other third party for any loss or expense caused or suffered by Customer or any third party in the event that the Equipment is not reasonably ready for HONEYWELL to provide the services in respect of such Equipment without further obligation to Customer unless Customer agrees to such variation.

8. HONEYWELL will have no obligation to provide the services if: (a) Customer has interfered with the Equipment; or (b) Customer has not maintained the Equipment in accordance with the manufacturer’s recommendations.

9. HONEYWELL will not be liable to provided the services if: (a) Customer has interfered with the Equipment; or (b) Customer has not maintained the Equipment in accordance with the manufacturer’s recommendations.

10. Customer shall notify HONEYWELL if it is aware of any modifications, additions or deletions to the Equipment or any part thereof which may affect its ability to provide the Services.

11. HONEYWELL will use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and the Customer will co-operate with HONEYWELL in this respect.

12. Customer shall notify HONEYWELL if any of the Equipment or Customer’s Premises are changed, and HONEYWELL shall be entitled to vary the Service Charge with effect from the date of variation.

13. HONEYWELL will use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and the Customer will co-operate with HONEYWELL in this respect.

14. HONEYWELL will provide the Services for reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL’s liability under this section shall be limited to providing such services to Customer, or to the extent it is able to discharge the benefit of any ancillary work or work which may be required to perform any of the services.

15. HONEYWELL will use reasonable endeavours to ensure that its representatives comply with reasonable safety and security regulations in force at Customer’s Premises which are brought to the attention of HONEYWELL and the Customer will co-operate with HONEYWELL in this respect.

16. Customer shall notify HONEYWELL with full written details as soon as reasonably practicable, and in any event within 30 days, after becoming aware of any failure to which sections 20 or 21 refer. Customer shall allow HONEYWELL to inspect the Equipment and make available free of charge to LSD all necessary ladders or scaffolding so that HONEYWELL can carry out such inspection.

17. HONEYWELL hereby excludes all conditions, warranties and stipulations, express or implied, statutory, common law or otherwise which but for such exclusion would or might subsist in favour of Customer except that such exclusion will not apply to any implied condition that HONEYWELL has or will have the right to pass title to any parts or materials when title is to pass.

18. Customer shall (i) keep HONEYWELL informed of the equipment in the environmental conditions, and use, operation and care for the Equipment, as recommended by the manufacturer of the Equipment or as may from time to time be advised in writing by LSD; (ii) not move the Equipment from Customer’s Premises without obtaining the prior written consent of LSD; (iii) not lose the written consent of LSD, allow any person other than LSD to adjust, maintain, repair, replace or move any part of the Equipment or any part of Customer’s Premises, without LSD’s written permission in writing; (iv) not paint, paint over, repair or otherwise change the Equipment or Customer’s Premises in any way;

19. Customer is responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the Services and make available free of charge to LSD all necessary ladders or scaffolding so that LSD may be required to access to the Equipment for the purposes of this Agreement and to provide any such work or items itself; Customer shall pay LSD’s reasonable charges in respect of that work or those items.

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

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