The following provisions shall apply in distributor or reseller agreements:

(a) License and Use of Trademarks. Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorized to sell and only in the territory in which Buyer is authorized to sell (the “Territory”). The Trademarks shall be used solely in connection with Buyer’s marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any term of the Agreement to use the trademarks, names, and related designs which are associated with the Products approved by Seller in accordance with the terms of this Agreement.

(b) Use of Trademarks. Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer’s use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller’s corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) infringe on the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer; (iv) use the Trademarks in connection with any merchandise that is likely to cause confusion with the Trademarks; (v) sell any trademarked product incorporating in whole or in part the Trademarks; (vi) create any substitute trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (vii) use any trademark in any manner that is similar to the Trademarks; or (viii) to challenge Seller’s ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, use, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereunder. Any trade names, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

(c) Samples. All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks (“Copy”) which Buyer intends to use and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Seller to ensure proper usage of the Trademarks. The Trademarks shall be used solely in connection with Buyer’s marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any use of the Trademarks, names, or domain names acquired by Buyer in violation of this Agreement. The services do not include (a) renewal, replacement or changing of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any line wiring unless required for access to the Equipment provided that where LSD agrees to do or provide any such modifications or additions. HONEYWELL shall provide such modifications or additions if and when it elects to do so.

RETURNS. Authorization for return of merchandise must be obtained in writing, except for products for which a non-conformity has been identified in accordance with Section 4, returned materials shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RGA/RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in resalable condition. Honeywell’s order confirmation or other evidence of purchase may be required 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. The 20% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value than the return. All other return terms and conditions apply.

SCHEDULE C – TERMS & CONDITIONS OF SERVICES

1. HONEYWELL will 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, at all times during HONEYWELL’s normal business hours.

2. If in the course of providing the services, HONEYWELL identifies a requirement for any remedial repair or action which is included in the services to be provided by HONEYWELL, HONEYWELL will use reasonable endeavours to repair or to carry out the required action as the course of the services. In the event that it is not reasonably practicable, HONEYWELL will arrange with Customer either to repair the Equipment off site and/or to make a further visit to Customer’s Premises to make the repair. 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.

3. If Customer experiences a defect in or malfunction of any Equipment in respect of which HONEYWELL is to provide the services, Customer shall notify HONEYWELL by telephone, email, or fax. If Customer notifies HONEYWELL by telephone, HONEYWELL will confirm the notification in writing by email, or fax immediately to the office of HONEYWELL. If Customer makes such notification outside of HONEYWELL’s normal business hours, unless otherwise specified in the Level of Service, the notification shall be deemed to have been made at the beginning of normal business hours on the next working day. HONEYWELL will use its reasonable endeavours to repair and restore the Equipment in accordance with the time scales specified in the Level of Service or, if none are so specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

4. If the Equipment contains unknown parts or apparatus in respect of which HONEYWELL does not provide the services, Customer shall not notify HONEYWELL of a defect or malfunction in the Equipment until it has confirmed that such defect or malfunction does not originate in the said lines or apparatus.

5. Unless otherwise specified in the Level of Service, the services include provision by HONEYWELL of a single copy of a service report and calibration report. 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 such representatives.

6. Customer shall not notify HONEYWELL of any defect or malfunction in the Equipment until it has confirmed that such defect or malfunction does not originate in the said lines or apparatus.

7. Customer shall notify HONEYWELL if any of the Equipment or Customer’s Premises are changed, and HONEYWELL will be entitled to the Service Charge with effect from the date of notification. HONEYWELL will use reasonable endeavours to provide the services in accordance with the time scales specified in the Level of Service or, if none are so specified, as soon as reasonably practicable during HONEYWELL’s normal working hours.

8. HONEYWELL will not make any alterations, additions or changes to Equipment at Customer’s Premises unless such alterations, additions or changes are required as a result of a modification or repair ordered by Customer.

9. HONEYWELL will notify Customer if it is aware that any modifications or additions to the Service or Equipment are required by police, fire or other authority, and shall provide to Customer a quotation for the cost of providing such modifications or additions. HONEYWELL will provide such modifications or additions if Customer approves the quotation and Customer shall be responsible for paying the quoted costs of such modifications or additions.

10. The services do not include (a) renewal, replacement or changing of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any line wiring unless required for access to the Equipment provided that where LSD agrees to do or provide any such modifications or additions. HONEYWELL shall provide such modifications or additions if and when it elects to do so.

11. HONEYWELL will have no obligation to provide the services if: (a) Customer has interfered with the Equipment so as to prevent HONEYWELL from providing the services; (b) Customer has not maintained the Equipment in accordance with the manufacturer’s recommendations, or (c) in HONEYWELL’s reasonable opinion, the Equipment is obsolete and incapable of service and support on a reasonably economic basis (including without limitation spare parts for the Equipment required to be made available at a reasonable price).

12. HONEYWELL shall provide a quotation either to provide services in respect of the relevant Equipment or to replace the Equipment with equipment of similar cost, with any applicable rebates, which HONEYWELL will provide a quotation to provide services in respect of the relevant Equipment or to replace the relevant Equipment or to bring the relevant Equipment up to standard, and to undertake such maintenance as may be necessary to provide the services in respect of each such Equipment without further obligation to Customer unless Customer accepts such quotation in writing.

13. HONEYWELL shall have no obligation to provide the services if Customer fails to obtain and retain any necessary licences, way-leaves or permissions, necessary to provide the Services or to retain the Equipment in its location.

14. If Customer discovers that any part or parts supplied by HONEYWELL in the course of providing the Services, fails to comply with its specification within a period of 12 months from delivery, HONEYWELL’s sole liability shall be, at Customer’s option (i) to replace the defective part or material without charge to Customer provided that (a) Customer has used and operated the relevant part or material in accordance with the user instructions and (b) if the relevant part or material was not manufactured by HONEYWELL, HONEYWELL’s liability under this section shall be limited to passing on to Customer, the same warranty it received from the manufacturer;

15. If Customer discovers that the Equipment has failed to provide the Services with such skill and care, HONEYWELL’s sole liability shall be to perform the relevant Service to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents.

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.

17. Customer shall notify HONEYWELL by telephone, email or fax of any failure to which sections 20 or 21 refer. Customer shall allow HONEYWELL to inspect the Equipment.

18. Customer is responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the Services and must make available free of charge to LSD all necessary ladders or scaffolding or other items required for access to the Equipment to LSD to provide any such work or other items itself. Customer shall pay LSD’s reasonable charges in respect of that work or those items.
19. Customer shall ensure that LSD and its authorised representatives have full and free access to the Equipment and to any records of its use, application, location and environment, kept by Customer to enable LSD to perform its duties.

20. 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 total contract, in case of cancellation within ninety (90) days. Any parts contract cancelled will incur a charge equal to 15% of the contract total. All prepaid service contracts are non-refundable.