SCHEDULE A – APPLICABLE TO ALL LINES OF BUSINESS

Termination of Distributors/Resellers.

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

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

1. PPE Products

Minimum order Value (MOV) and Low Order Value Administration Fee (LOVAF)

<table>
<thead>
<tr>
<th>MOV Freight Waived</th>
<th>Freight Cost</th>
<th>MOV LOVAF Waived</th>
<th>LOVAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>€</td>
<td>£</td>
<td>€</td>
<td>£</td>
</tr>
<tr>
<td>France / DACH / Italy</td>
<td>40</td>
<td>300</td>
<td>25</td>
</tr>
<tr>
<td>Spain / Portugal / Benelux</td>
<td>750</td>
<td>40</td>
<td>300</td>
</tr>
<tr>
<td>UK / Ireland</td>
<td>750 / €700</td>
<td>55 / £50</td>
<td>300 / €300</td>
</tr>
<tr>
<td>Nordic / CEE</td>
<td>1500</td>
<td>85 / Actual cost for CEE</td>
<td>300</td>
</tr>
</tbody>
</table>

RETURNS

Authorization for return of merchandise must be obtained in writing. Returned materials shall not exceed one percent (1%) of Buyer’s prior year purchases, and must be identified with a Returned Materials Authorization (RMA) number provided by Honeywell Customer Service. The RGA/ RMA number must be clearly marked on all packages. A restocking charge of 20% will apply on all material accepted for credit, provided such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. Returned materials not deemed saleable, at the sole discretion of Seller, will be disposed of or returned at Buyer’s expense and no credit will be issued. Expiration-dated product, custom material, and discontinued items are non-returnable for credit, with exceptions noted below. RMA’s are valid for 60 days from the date of issue. Materials returned without such authorization will be disposed of or returned at Buyer’s expense, and no credit will be issued. The 20% restocking charge 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 shall provide the services to the extent and in the manner described in the Schedule of Services of the level of service or, if none are specified, during HONEYWELL’s normal business hours or as set out in Honeywell’s Order Confirmation.

2. Prior to the commencement of the provision of the services, HONEYWELL identifies a requirement for any repair or maintenance which is included in the services to be provided by HONEYWELL. HONEYWELL will 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, Customer will be entitled to require the repair to be completed at another time and place, with reasonable notice to HONEYWELL. HONEYWELL shall 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 agreed with HONEYWELL. HONEYWELL will use reasonable endeavours to carry out maintenance at the pre-agreed time and place.

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 makes such notification outside of HONEYWELL’s normal business hours, unless otherwise specified in the level of Service, such notification shall be deemed to have been made at the beginning of the next business day. HONEYWELL will use its reasonable endeavours for repair and restoration in accordance with the time scales specified in the level of Service or, if none are so specified, as agreed with HONEYWELL. HONEYWELL will use its reasonable endeavours to carry out maintenance at the pre-agreed time and place.

4. If the Equipment is connected to lines 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 Service Level, the services include provision by HONEYWELL of a single copy of a service report and calibration report. If Customer requests, HONEYWELL shall use reasonable endeavours to ensure that the representatives comply with reasonable safety and security regulations in force at Customer’s Premises and such representatives are required to provide the services if: (a) Customer has interfered with the services or (b) Customer has not provided Honeywell with a current and correct email address for the services.

6. The services do not include (a) installation, replacement or change of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and replacement of any line wiring unless specified in the level of Service or ordered by the Customer; (b) maintenance of equipment or material to which the Equipment may be connected. HONEYWELL shall have no obligation to provide the services if: (a) Customer has interfered with the services, or (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 remaining readily available at a reasonable price). If any of the preceding events apply, HONEYWELL will provide a quotation either to provide services or to replace the relevant Equipment or to bring the relevant Equipment up to standard, and may terminate its obligation to provide the services in respect of such Equipment without further obligation to Customer unless Customer accepts such quotation in writing. The services include provision by HONEYWELL of a single copy of a service report and calibration report. If Customer requests, HONEYWELL shall use reasonable endeavours to ensure that the representatives comply with reasonable safety and security regulations in force at Customer’s Premises and such representatives are required to provide the services if: (a) Customer has interfered with the services, or (b) Customer has not provided Honeywell with a current and correct email address for the services.

10. The services do not include (a) removal, replacement or change of parts with limited life expectancy such as batteries, material in respect of missing, worn out or broken parts, repairs and replacement of any line wiring unless specified in the level of Service or ordered by the Customer, or (b) maintenance of equipment or material to which the Equipment may be connected. HONEYWELL shall have no obligation to provide the services if: (a) Customer has interfered with the services, or (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 remaining readily available at a reasonable price). 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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.

17. Customer shall (i) at all times keep the Equipment in the environmental conditions, and use, operate 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 without the written consent of LSD, allow any person other than LSD to adjust, maintain, repair, replace or remove any part of 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 make available free of charge to LSD all necessary ladders or scaffolding or other items required for access to the Equipment provided that where LSD agrees to do or provide any such work or 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 contract total. Any parts contract cancelled will incur a charge equal to 15% of the contract total. All prepaid service contracts are non-refundable.