

VERSION EFFECTIVE AS FROM 01-07-2021

SCHEDULE A – APPLICABLE TO ALL LINES OF BUSINESS

Termination of Distributors/Resellers.

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

Trademarks.

The following provisions shall apply in distributor or reseller agreements:

(a) **License and Use of Trademarks.** Seller hereby grants Buyer a non-exclusive, royalty-free license during the term of the Agreement to use the trademarks, names, and related designs which are associated with the Products that Buyer is expressly authorised to sell and only in the territory in which Buyer is authorised to sell (the "Trademarks"). The Trademarks will be used solely in connection with Buyer's marketing, sale, installation, and servicing of the Products. Upon expiration or termination of the Agreement, Buyer shall immediately cease any and all use of the Trademarks in any manner, except as needed by Buyer to sell its remaining inventory of Products pursuant to the Agreement. The rights granted to the Buyer pursuant to this Agreement are personal to the Buyer and may not be transferred, assigned, or sublicensed, by operation of law or otherwise, nor may Buyer delegate its obligations hereunder without the written consent of Seller.

(b) **Acknowledgment of Rights and Trademarks.** Buyer acknowledges that Seller is the owner of all right, title, and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer's use of the Trademarks, will inure solely to the benefit of Seller, and Buyer will not acquire any rights in the Trademarks except those rights specifically granted in the Agreement. Buyer shall use the Trademarks in strict conformity with this Agreement and with Seller's corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Seller; (iv) attempt to register, register, or own in any country: (A) the Trademarks; (B) any domain name incorporating in whole or in part the Trademarks; or (C) any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks; or (v) challenge Seller's ownership of the Trademarks. Buyer shall not at any time, either during the life of or after expiration of the Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell, or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names, or domain names acquired by Buyer in violation of this Agreement shall be immediately assigned to Seller upon request by Seller.

(c) **Samples.** All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks ("Copy") which Buyer intends to use and its proposed placement must be approved in advance and in writing (including facsimile, email, and any electronic or digital format) by Seller to ensure proper usage of the Trademarks by Buyer. Seller shall promptly review the Copy received from Buyer and shall not unreasonably withhold its consent to use the Trademarks. Seller's approval of the Copy shall be deemed to be refused if Seller does not provide a reply to Buyer within fifteen (15) business days of Seller's receipt of the Copy. Seller may refuse to approve, and Buyer shall not distribute, any materials containing or referring to the Trademarks that derogate, erode, or tend to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller's opinion. Buyer shall provide for Seller's approval samples of any Copy which differs in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.

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

1. PPE Products

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

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

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

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

*** For order values equal to or greater than MOV Freight Cost Waived, Honeywell will charge a percentage of the order value shown in the table above – this is not applicable to Platinum, Gold, and

Silver Partners but this is applicable to all other Buyers including without limitation Bronze Partners. **RETURNS.** Authorisation 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 Authorisation (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. RMAs are valid for 60 days from the date of issue. Materials returned without such authorisation 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.

2. Gas Detection Products

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

	MOV	LOVAF
Euro	700 €	73 €
£	500 £	52 £
USD	800 \$	81 \$

RETURNS. Authorisation 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 Authorisation (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 3 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. RMAs are valid for 60 days from the date of issue. Materials returned without such authorisation 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

This Schedule C is applicable to the Gas Detection Products

- HONEYWELL shall provide the services with effect from the Commencement Date. HONEYWELL shall 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 or as set out in Honeywell's Order Confirmation.
- 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 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 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 is specified, as soon as reasonably practicable during HONEYWELL's normal business hours.
- 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, Customer shall confirm the notification in writing or by 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 business 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.
- 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.
- Unless otherwise specified in the Service Level, the services include provision by HONEYWELL of a single copy of a service report and calibration report.
- HONEYWELL shall 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.
- 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. HONEYWELL shall not be obliged to agree any such variation, and if it does not agree, HONEYWELL may terminate provision of the services in respect of the relevant Equipment or Customer's Premises with immediate effect.
- HONEYWELL will not make any alterations, additions or changes to Equipment at Customer's Premises unless Customer has accepted in writing a quotation from HONEYWELL.
- HONEYWELL shall notify Customer if it is aware that any modifications or additions to the Service or Equipment are required by the police, fire or other authority, and shall provide to Customer a quotation for the cost of providing such modifications or additions. HONEYWELL shall provide such modifications or additions if Customer accepts the quotation in writing and Customer shall be responsible for paying the quoted costs of such modifications or additions.
- 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 specified in the Level of Service or otherwise paid for 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 Equipment, 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 applies, HONEYWELL will provide a quotation either 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 may terminate its obligation to provide

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the Services in respect of such Equipment without further obligation to Customer unless Customer accepts such quotation in writing.

12. 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.

13. If Customer discovers that any parts or materials 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 responsibility shall be to repair, or at HONEYWELL's option, replace any such defective parts or materials without charge to Customer provided that (a) Customer has used and operated the relevant part or material in accordance with section 30 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, to the extent it is able to do so, the benefit of any manufacturer's warranty received by it.

14. HONEYWELL shall provide the Services with reasonable skill and care, and if Customer considers that HONEYWELL has failed to provide the Services with such skill and care, HONEYWELL's sole liability (save for liability arising from death or personal injury caused by negligence) shall be (a) to re-perform the relevant Services without charge to Customer (b) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of HONEYWELL, its employees or agents.

15. 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 and its representatives every facility to investigate the reported failure.

16. HONEYWELL excludes to the maximum extent permissible by applicable law all conditions, warranties and

representations, whether express or implied, statutory, customary or otherwise.

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 HONEYWELL; (ii) not move the Equipment from Customer's Premises without obtaining the prior written consent of HONEYWELL; (iii) not without the written consent of HONEYWELL, allow any person other than HONEYWELL 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 Seller all necessary ladders or scaffolding or other items required for access to the Equipment provided that where HONEYWELL agrees to do or provide any such work or items itself, Customer shall pay HONEYWELL's reasonable charges in respect of that work or those items.

19. Customer shall ensure that HONEYWELL 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 HONEYWELL to perform its duties.

20. Customer shall take all steps as may be necessary to ensure the safety of any of HONEYWELL 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.

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