

## Honeywell Industrial Safety and Retail Canada Terms and Conditions of Sale

These terms and conditions of sale ("Terms and Conditions") are effective January 1, 2018 and supersede all previous publications covering Honeywell Safety Products USA, Inc., Honeywell Analytics Inc., RAE Systems Inc., Salisbury Electrical Safety LLC, BW Technologies Partnership, Morning Pride Manufacturing L.L.C., North Safety Products, Ltd., and BW Technologies Ltd. ("Honeywell", "Seller", "we", "us", or "our" herein, and shall differ based upon the entity to which you have issued your purchase order) products or services (hereinafter referred to as "Products"). References to "Buyer", "you", or "your" are to the purchasers of our Products.

**Certain Product-specific exceptions to these Terms and Conditions ("Exceptions") are set forth in Attachment A hereto. Unless otherwise noted in the Exceptions, each Exception shall be read together with the corresponding section of these Terms and Conditions.**

*The parties have requested that the Contract and the present Terms and Conditions be drafted in English. The French language version of these Terms and Conditions can be accessed online at: [http://www.honeywellsafety.com/CA/2018 Terms and Conditions fr ca/](http://www.honeywellsafety.com/CA/2018_Terms_and_Conditions_fr_ca/). / 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: [http://www.honeywellsafety.com/CA/2018 Terms and Conditions fr ca/](http://www.honeywellsafety.com/CA/2018_Terms_and_Conditions_fr_ca/).*

*Alternatively, you may request a copy of the French language version of these Terms and Conditions by contacting Honeywell Industrial Safety, Attention: General Counsel. / Par ailleurs, vous pouvez demander une version française des Modalités en contactant Honeywell Industrial Safety, 900 Douglas Pike, Smithfield, RI 02917, A/s : General Counsel.*

These Terms and Conditions (in conjunction with any separate agreement between us and you that specifically reference these Terms and Conditions) (collectively, the "Agreement") contain the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. The Agreement may not be varied except in a writing signed by an authorized representative of each party. Any conflict in the provisions of the Agreement shall be resolved by giving precedence in the following order: (i) the separate agreement between Seller and Buyer (if any); (ii) the Exceptions; and (iii) the Terms and Conditions.

Prices, terms, conditions, and Product specifications are subject to change without notice. However, we will endeavor to give at least thirty (30) days written notice of any changes. All transactions will be charged in Canadian funds.

**1. PURCHASE ORDERS.** Purchase orders (including any revised and follow-on orders) are non-cancelable except as expressly set forth herein, and will be governed by the terms of the Agreement. Purchase orders shall specify: (a) the Agreement; (b) order number; (c) Seller's Product part number or quotation number, as applicable, including a general description of the Product; (d) requested delivery dates; (e) applicable price; (f) quantity; (g) location to which the Product is to be shipped; and (h) location to which invoice is to be sent for payment. Purchase orders are subject to acceptance or rejection by Seller. Seller's acknowledgment of receipt of an order shall not constitute acceptance of such order.

Seller's sale of Products is expressly limited to the terms herein. Any conflicting, additional, and/or different terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Seller. Seller's acceptance of Buyer's purchase order is expressly conditioned upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from Seller constitutes Buyer's acceptance of these terms and conditions in their entirety. A valid purchase order number is required before processing; any purchase order received without one will be returned to the Buyer. Purchase orders received prior to 4:00 PM ET will be processed the same day.

**2. PRICING.** All purchase orders with price deviations or promotional pricing require the appropriate promotion or deviation code. Any purchase orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Care for resolution. Buyer will have 48 hours to provide an updated purchase order or accept Seller's pricing (in writing); otherwise, the purchase order line and/or purchase order will be cancelled. Please refer to the Honeywell Price List or Pricing Portal (or consult your Honeywell representative for your specific codes). Prices are subject to change without notice. Prices, terms, and conditions are

valid for goods or services delivered and used in Canada only; consult Seller for international pricing, terms, and conditions. If applicable, Seller's current distributor discount program may apply to purchases made by distributors.

**3. ORDER MODIFICATIONS.** Buyer may request add-ons or changes to quantities in an order within 24 hours of order placement (or later in Seller's sole discretion), provided that the order is open and not in a shipping status or closed, and subject in full to (i) Seller'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 Seller in its sole discretion.

**4. DELIVERY/SHIPPING TERMS.** Delivery dates are estimates. Delivery terms for goods are EXWORKS (Incoterms 2010) Seller's facility for international shipments, except that Seller is responsible for obtaining any export license, and F.O.B. Seller's facility for all domestic shipments, with all risk of loss or damage to goods passing to Buyer upon delivery. Seller shall invoice Buyer for any and all shipping, handling, customs, insurance, and similar charges incurred by Seller in shipping Products to Buyer, and Buyer shall pay such charges pursuant to the agreed-upon payment terms. Seller also reserves the right to ship Products to Buyer freight collect. Within 30 days of delivery, any claim for shortage must be reported in writing to Seller; otherwise, all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by or related to Buyer's acts or omissions. Title to goods passes to Buyer upon delivery.

Seller will schedule delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's order requests a later delivery date, or Seller agrees in writing to an earlier delivery date. Seller reserves the right to ship orders earlier than scheduled delivery dates. Buyer may opt out of this early delivery by sending a written opt-out request to the attention of the Honeywell Customer Service Manager, which opt-out will be effective upon written acknowledgement by Seller.

**5. DROP SHIPMENTS.** Each drop shipment order is subject to the minimum order requirements and the applicable service fee set forth at the time of the order. Drop shipments are allowed within Canada at a \$200 CAD minimum order value. Each drop ship address requires a separate purchase order.

**6. MINIMUM ORDER.** Unless otherwise agreed to in writing, the minimum order shall be \$200 CAD net value. A charge of \$35 CAD will be assessed to all orders that do not meet the \$200 CAD (or other agreed-upon amount) minimum order value.

**7. HAZARDOUS MATERIAL TRANSPORTATION CHARGES.** Where applicable, hazardous material transportation charges will be prepaid and added to Buyer's invoice.

**8. REQUESTED DELIVERY DATES.** Seller will attempt to meet requested delivery dates. However, if Seller cannot meet Buyer's delivery date, Seller will notify Buyer via phone, fax, email, postal mail or order confirmation.

**9. INSPECTION AND ACCEPTANCE.** Buyer will inspect Products within a reasonable period after delivery not to exceed twenty (20) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller's published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller's designated facility for the return of properly rejected Products. The party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

**10. CUSTOM PRINTING – PERSONALIZATION AND SPECIAL ORDERS.** These purchase orders may not be cancelled once a purchase order has been issued to Seller. In the event of a cancellation of all or part of certain purchase orders, Buyer will be responsible for the full order. It will be shipped and billed accordingly. Special orders may be subject to minimum order quantities. Order confirmations may include a quantity tolerance of +/- 5%. Buyer must verify with Honeywell Customer Service to ascertain if Buyer's purchase order is of this type. Examples include, but are not limited to: Imprinted Hard Hats, Eyewear or First Aid Kits, Custom Cylinders, and specially manufactured and custom products, including Traffic Vests, Clothing, Rainwear, Fall Protection Harnesses, Self-Contained Breathing Apparatus (Configured and Pre-configured), and customized gas detection products.

**11. PRODUCT CHANGES.** Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

**12. CANCELLATIONS.** No purchase order may be cancelled by Buyer without the express consent of the Seller, and any cancellation that the Seller may in its sole discretion consent to shall be subject to the payment of reasonable and proper termination charges as determined by Seller from time to time. In no event may a purchase order be cancelled where the order is in a shipping status, closed, or where the product material has been committed to at the factory or with a vendor. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation. 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 parts 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.

**13. TERMS OF PAYMENT.** Seller will invoice Buyer for Products sold to Buyer upon shipment. Partial shipments will be invoiced as they are shipped. Payment is due thirty (30) calendar days from date of invoice. Payments must be made in Canadian currency, unless agreed otherwise in writing. Disputes as to invoices are deemed waived thirty (30) days following the invoice date. Any disputes must be provided to Seller as soon as possible (in no event later than the invoice due date) and must be accompanied by detailed supporting information. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date. If Buyer is delinquent in its payment obligation to Seller, Seller may withhold performance until all delinquent amounts and late charges are paid. Seller may, at its option: (a) repossess Products for which payment has not been made; (b) impose a late charge on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees; (d) withhold any amounts payable to Buyer (including any applicable rebate payments); and (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge will provide a reasonable compensation to Seller for the uncertain damages that Seller will incur as the result of Buyer's late payment. These remedies are in addition to all other remedies available at law or in equity. This section will survive expiration or any termination of the Agreement. Seller may re-evaluate Buyer's credit standing at all times. Buyer may not set off any invoiced amount against sums that are due from Seller or any of Seller's affiliates. If payment is not made timely or Seller reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Seller may without notice to Buyer suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits. Seller allows the Buyer to pay by credit card terms and accepts VISA, MasterCard, and American Express; provided, however, that the Buyer's credit card must be charged on the same day that Seller invoices the Buyer. In no event may a Buyer on terms satisfy an invoice through a payment by credit card, unless the credit card has been charged on or before the date of the invoice.

**14. TAXES.** Seller's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from the Agreement or Seller's performance under the Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Seller will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Seller with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives, net of the Taxes withheld, equals the amount Seller would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within sixty (60) days of payment. In no event will Seller be liable for Taxes paid or payable by Buyer. This section will survive expiration or termination of the Agreement.

**15. PACKING.** If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller's general packing instructions, suitable for air-ride vans only.

**16. BUYER CAUSED DELAY.** Seller is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust price, schedule, and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer's risk and expense and may charge Buyer for the delay.

17. **FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to a “force majeure” event. Force majeure is an event beyond the non-performing party’s reasonable control and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, (g) 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), and (h) inability or refusal by Buyer’s directed third party to provide Seller parts, services, manuals, or other information necessary to the goods or services to be provided by Seller under the Agreement. 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.

18. **MANUFACTURING HARDSHIP.** If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks, or Product) increases by more than 10% over Seller’s production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the parties are not able to agree on a revised Product price within ten (10) days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days written notice to Buyer.

## 19. TERMINATION

- (a) **Seller Termination; Suspension of Performance.** Seller may terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights hereunder without Seller’s prior written consent; (iv) Buyer ceases to function as a going concern, suspends or ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or a receiver is appointed for Buyer’s assets, or if any proceedings relating to Buyer under any bankruptcy or insolvency law is brought by or against Buyer, or Buyer makes an assignment for the benefit of creditors; (v) there is a transfer of substantially all of the assets of, or a majority interest in the voting stock of, Buyer, or the merger or consolidation of Buyer with one or more parties; (vi) dissolution of Buyer or death of any principal owner of Buyer; (vii) any officer, principal, stockholder, manager, member, or partner of Buyer is indicted for or convicted for any felony or converts or embezzles any property or funds of others; (viii) any conduct or practice by Buyer occurs which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products; or (ix) if the Buyer is a distributor or other reseller, the Buyer sells or transfers for sale or resale any Product in contravention of the provision of the Agreement authorizing Buyer to act as distributor or other reseller; or (x) any failure to comply with section 20 of this Agreement. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. 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.

Seller may suspend performance under this Agreement at Buyer’s expense if Seller determines that performance may cause a safety, security, or health risk.

- (b) **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 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 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; and (iv) not to dispose of any Products purchased from Seller except to Seller, or as otherwise designated by Seller.

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

**20. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT.** Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. In addition, Buyer 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-we-are/integrity-and-compliance>.

**21. EXPORT AND IMPORT COMPLIANCE.** Buyer will not distribute or resell any Products 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"). Buyer acknowledges that Export/Import Control Laws may control not only the sale and resale of Products but also the transfer of technical data, plans, and specifications dealing with Products. Buyer further acknowledges that U.S. export 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. Buyer will immediately notify Seller and cease activities with respect to a sale if Buyer knows or has a reasonable suspicion that the Products, technical data, plans, or specifications have been or may be exported, re-exported, transferred, or released in violation of Export/Import Control Laws. Buyer shall not engage any Specially Designated National, as determined by the U.S. Office of Foreign Assets Control, to perform production activities or services under or in connection with this Agreement when: (i) such person or entity is identified as a denied party pursuant to any embargo, sanction, debarment, or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., the European Union) and (ii) the reason(s) for such embargo, sanction, debarment, or denied party designation apply to those activities or services (except where such embargo, sanction, debarment, or denied party designation conflicts with the anti-boycott laws of the United States).

Buyer will comply with all Export/Import Control Laws, including without limitation those laws of the United States and other countries that regulate the import or export of the goods provided by Seller, and shall obtain all necessary import/export licenses and approvals in connection with any import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Seller. Buyer will retain documentation evidencing compliance with Export/Import Control Laws. Buyer will indemnify, defend, and hold Seller harmless from any and all losses suffered by Seller as a direct result of Buyer's or its customers' non-compliance with Export/Import Control Laws. Buyer shall include provisions in its agreements with its customers that require compliance by such customers with the terms of the Agreement. If Buyer designates a freight forwarder for export shipments, then Buyer's freight forwarder will export on Buyer's behalf, and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with Export/Import Control Laws. Seller will provide Buyer's designated freight forwarder with required commodity information. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods, services, or technical data in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

Seller will not be liable to Buyer for failure to provide Products, services, transfers, or technical data as a result of any government actions that impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) 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 Seller's performance; or (3) delays due to Buyer's failure to comply with applicable import, transfer, export, or re-export laws or regulations.

**22. ANTI-CORRUPTION LAWS.** Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act (as amended, the "FCPA") and all other applicable anti-bribery and anti-corruption legislation ("Anti-Corruption Law"). Without limiting the foregoing, Buyer hereby certifies:

- (a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to:
  - (i) any "Restricted Person" defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government department, agency, or instrumentality, any government - controlled entity, or public international organization; (B) any political party or party official; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or
  - (ii) any Person if the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, by such Person to any Restricted Person.
- (b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents has performed any act which would constitute a violation of, or which would cause Seller to be in violation of, the FCPA or other Anti-Corruption Law.
- (c) That it will maintain accurately such books and records as Seller may reasonably require from time to time. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer's compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.
- (d) That, in the event, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation whatsoever, to modify or terminate this Agreement if necessary to ensure that all applicable laws, regulations, or policies of the United States or other jurisdiction, and all policies of Seller, will not be violated.
- (e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract obtained pursuant to this Agreement or in any commission payable hereunder.
- (f) That it has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of the United States or other jurisdiction if such employment or compensation violates any law, regulation, or policy in the United States or the other jurisdiction.
- (g) That it shall immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA, other Anti-Corruption Law, or the Code of Conduct.
- (h) That, upon request by Seller, it shall attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if any, of the Agreement.
- (i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer acknowledges that, in the event of a breach of these certifications by Buyer, Seller may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result, Buyer agrees to defend, indemnify, and hold harmless Seller for all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys' fees, that Seller may suffer by reason of the violation by Buyer of the FCPA or other Anti-Corruption Law, or investigation of Seller or Buyer by a governmental agency for such a violation, and further agrees to refund to Seller any funds paid in contravention of such laws.

Buyer warrants that neither it nor any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with a contract with all levels of the administration within the United States or any other applicable jurisdiction except as to those matters, if any, disclosed to Seller in writing prior to entering into this Agreement. Buyer shall immediately provide written notice to Seller if, at any time during the performance of this Agreement, Buyer or any of Buyer's shareholders, directors, officers, employees, agents, or consultants (if any) becomes the subject of a suspension or debarment proceeding before any agency or instrumentality of the United States or the government having jurisdiction over the Buyer.

**23. DATA COLLECTION, TRANSMISSION, AND USE.** Buyer understands that certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including, without limitation, information describing use of operator inputs such as touch panel, buttons, and voice/audio input; power status and management, such as battery levels; device location; ambient conditions such as pressure, temperature, and/or humidity levels. The information collected by such software may be used by Seller for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve functionality or optimize customer

usage, development, and quality control/improvement of such Products. In addition, Buyer understands that any point-of-sale information it provides to Seller or Seller's designee may be used by Seller for any business purpose, including, but not limited to, research and analytics to improve functionality or optimize customer usage, development, and quality control/improvement of such Products and/or relating the marketing and sale of the Products. No end-user identifiable data will be provided by Seller to any third party. Buyer shall notify all resellers that Seller is collecting this information and shall contractually bind all resellers to notify their end-user customers that such information may be collected and used by Seller as described above.

**24. CONFIDENTIALITY.** The parties may exchange confidential information during the performance or fulfillment of the Agreement. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks, and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

**25. LIMITED WARRANTY.**

- (a) **Warranty Terms.** Subject to the provisions of this section 25 and the "Limitation of Liability" provision of the Agreement (section 30), with respect to each Product sold by Seller hereunder (excluding software or software components), Seller warrants that, for the period of time that is published for each Product by Seller from time to time commencing on the date such Product is shipped from Honeywell's facility or the date title to such Product passes to the customer, whichever date is earlier (such period referred to herein as the "Warranty Period"), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by Seller for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, performance, accuracy, and effort for such software is with the customer. Seller makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by Seller in this section 25 are the only warranties provided by Seller with respect to the Products sold hereunder, and may be modified or amended only by a written instrument signed by Seller and accepted by customer. The warranties do not apply if, in the sole opinion of Seller, the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorized by Seller as a repair facility. The customer's remedies and Seller's aggregate liability with respect to the warranties provided by Seller in this section 25 are set forth in and are limited by this section 25 and the "Limitation of Liability" provision of the Agreement (section 30).
- (b) **Warranty Claims.** If, during the applicable Warranty Period for a Product sold by Seller hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not bear the expense of shipping such Product to Seller, except as otherwise agreed by Seller. Upon receipt of any such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller's sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller's obligations hereunder shall arise only if Seller's examination of the Product in question discloses to Seller's satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product. Products which have been repaired or replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.
- (c) **Services Warranty.** Services shall be performed in a good workmanlike manner consistent with industry practices and are warranted for ninety (90) days from the date services are performed. Seller's obligation and Buyer's sole remedy under this warranty is that Seller will correct or re-perform defective services or refund fees paid for the services, at Seller's sole election, if Buyer notifies Seller in writing of defective services within the warranty period. All services corrected or re-performed are warranted for the remainder of the original warranty period. Unless otherwise specified in the Agreement, software is provided on an "as-is" basis only.

- (d) **OTHER LIMITATIONS.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY SELLER, SOFTWARE, CONSUMABLE ITEMS (E.G., PAPER AND RIBBONS), SPARE PARTS, OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED, OR SERVICED IN ANY RESPECT EXCEPT BY SELLER OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A "SHRINK WRAP" LICENSE AGREEMENT). THE WARRANTIES, IF ANY, APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. SELLER MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.
- (e) **DISCLAIMER.** THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 25 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF SELLER STATED IN SECTION 25(B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT (AT SELLER'S OPTION) IS THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS, OR INJURY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY A SELLER AUTHORIZED REPRESENTATIVE.
- (f) **Miscellaneous Provisions.** Without limitation of the foregoing, the following additional provisions apply to this limited warranty:
- (1) In order for this limited warranty to be effective, you must notify us within 20 days of discovery of a defect. You must return the defective Product to us within the warranty period, properly packaged, and with insurance and transportation costs prepaid. Seller must receive the returned goods within 30 days or the claim will be cancelled. To maintain this limited warranty, the Buyer must perform maintenance and inspections prescribed in the user's instructions which shall include prompt replacement or repair of defective parts, and the replacement of parts per the maintenance schedule as prescribed in the user's instructions. Unless otherwise set forth in the applicable Product warranty, prior to return shipment, contact Honeywell Customer Service to obtain a return goods authorization (RGA) or Returned Materials Authorization (RMA) number. Returns must be accompanied with approved, written authorization and clearly be marked with the RGA/RMA number on the shipping container(s). No Product returns will be accepted by Honeywell without a valid Honeywell reference number. All Products must be cleaned and decontaminated prior to return shipment.
  - (2) Honeywell will reship the Product to you at our expense in Canada. If applicable, Buyer, 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 Seller. Buyer 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 Seller, subject to the obligations of Seller set forth herein.
  - (3) Seller will not be liable under this limited warranty if the Product has been exposed or subjected to any: (a) maintenance, repair, installation, servicing, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with Seller's instructions; (b) accident, alteration, modification, contamination, foreign object damage, abuse, misuse, failure to perform adequate maintenance, neglect, or negligence after shipment to Buyer; (c) damage caused by failure of any Seller-supplied Products not under warranty or by any hardware or software not supplied by Seller; (d) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products; or (e) Product which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period, including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors). This limited warranty does not cover defects which we determine are caused by normal wear and tear or maintenance.

- (4) This limited warranty does not extend: (1) to any Product determined by Seller to have been used after having arrested a fall; (2) to Products subjected to temperature or humidity in excess of explicit specific storage and shipping conditions; and (3) to any first-aid Product that complied with applicable FDA regulations during the Warranty Period.
- (5) Seller does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Seller. Buyer is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Seller. Buyer understands and warrants that Buyer 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, Buyer shall promptly notify Seller 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. Buyer shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Buyer shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer's expense in accordance with applicable laws, regulations, and standards. Buyer further agrees that Buyer will use its best efforts to preserve forensic data and evidence in its response to a Cybersecurity Event. Buyer will provide and make available this forensic evidence and data to Seller. Seller shall not be liable for damages caused a Cybersecurity Event resulting from Buyer's failure to comply with the Agreement or Buyer's failure to maintain reasonable and appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the Product, Buyer represents and warrants that it will require its customers to comply with the above Cybersecurity Event provisions. BUYER ACKNOWLEDGES THAT SELLER HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCT OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCT BEYOND THE STATED LIFECYCLE OF THE PRODUCT.

**26. 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. RMAs 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 may be waived, in Seller's sole discretion, if accompanied by a replacement purchase order for the same or higher value as the return. All other return terms and conditions apply.

Exceptions: (a) Non-Custom Cylinders for: Self Contained Breathing Apparatus (SCBA), Emergency Escape Apparatus (EBA) and Pressure Demand Supplied Air Respirators (PD-SAR) may be returned within 6 months of the manufacturing date marked on the cylinder; and (b) Stocked SCBA systems (555555, 777777, 888888) EBAs and PD-SAR systems may be returned within 30 Days of the date received. No Returns will be accepted for First Aid, medical devices, or Natural Health Products and/or any products with shelf life dating. Products ordered in connection with natural disasters, pandemic, or like situations may not be returned once shipped and billed.

**27. TECHNICAL ADVICE.** Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of a Product shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Seller. It is the Buyer's sole responsibility to determine the suitability of a Product for use in Buyer's application(s). The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

**28. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT.** Seller will defend any suit against the Buyer based on a claim that the Product as delivered by Seller directly infringes a valid United States patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from the suit provided that Buyer

notifies Seller at the time it is apprised of the third-party claim, promptly provides any and all materials related to the claim it receives to Seller, and agrees to give sole and complete authority, information, and assistance (at Seller's expense) for the defense and disposition of the claim using counsel of Seller's choice. Seller will not be responsible for any compromise or settlement made without Seller's consent. Because Seller has exclusive control of resolving claims under this provision, in no event will Seller be liable for any defense fees or costs incurred by Buyer. Buyer shall not incur any expenses on Seller's behalf without its prior, written consent, and Seller shall not be liable for any damages, fees, or costs incurred by Buyer for any settlement without Seller's prior, written consent thereto.

Seller will have no obligation or liability to the extent the claim arises as a result of: (a) Buyer's designs, drawings, or specifications; (b) Products used other than for their ordinary purpose; (c) combining any Product furnished under the Agreement with any article not furnished by Seller; (d) use of other than the latest version of the Product if the Product is software or, if not, of software provided with the Product released by Seller; or (e) any alteration, customization, or other modification of the Product (i) other than by Seller or (ii) requested by Buyer. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions as set forth above in Seller's obligations to Buyer for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the present paragraph.

If a claim of infringement is made or if Seller believes that such a claim is likely, Seller may, at its option, and at its expense, procure for Buyer the right to continue using the Product; replace or modify the Product so that it is non-infringing; or accept return of the Product or terminate Buyer's license to use the Product and grant Buyer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Seller may cease shipping Products it believes may be subject to a claim of infringement without being in breach of the Agreement. Any liability of Seller under this provision is subject to the "Limitation of Liability" provision of the Agreement.

THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

**29. INDEMNIFICATION.** Buyer will indemnify, defend, and hold Seller and its employees harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death, or loss of or damage to property caused by its negligence in the performance of the Agreement or by Buyer's breach of its obligations hereunder. Buyer will be entitled to control the defense. At Buyer's expense, Seller will reasonably cooperate in defense of the claim including, but not limited to, promptly furnishing Buyer with all relevant information within its possession or control. Seller may participate in the defense at its expense and through counsel of its choosing. Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Seller, which approval may not be unreasonably withheld, conditioned or delayed.

**30. LIMITATION OF LIABILITY; LIMITATION ON ACTIONS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT: (A) SELLER'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO BUYER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, AND INCLUDING ANY LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS), SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE PRODUCTS IN QUESTION PAID BY BUYER TO SELLER UNDER THE AGREEMENT; (B) SELLER SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR LOSS OF USE), EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (C) EXCEPT AS PROVIDED IN THE INDEMNIFICATION PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS), BUT ONLY TO THE EXTENT AND SUBJECT TO THE LIMITATIONS SET FORTH IN THOSE PROVISIONS AND THIS SECTION 30, SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS, AND BUYER SHALL DEFEND SELLER FROM, AND INDEMNIFY AND HOLD SELLER HARMLESS AGAINST, ALL SUCH CLAIMS. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER WITH REGARD TO THE AGREEMENT AND THE PRODUCTS. THE LIMITATIONS OF LIABILITY CONTAINED IN THE INDEMNIFICATION

PROVISIONS OF THE AGREEMENT (SECTIONS 28 AND 29 OF THESE TERMS AND CONDITIONS) AND THIS SECTION 30 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER, AND SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 30 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW.

The provisions in this paragraph shall be a condition precedent to any claim seeking damages or reimbursement for third party claims from Seller. Buyer shall include a Standard Limitation of Liability Provision in any written contract it has with a customer to which it sells Honeywell products (a "Customer"). In the event that Buyer does not have a written contract with a specific Customer, Buyer shall include a Standard Limitation of Liability Provision in the terms and conditions of sale provided to such Customer. For purposes of this Section, the term "Standard Limitation of Liability Provision" shall mean a limitation of liability provision that (a) is commercially reasonable under the circumstances and (b) includes both (1) an express disclaimer of exemplary, incidental, consequential, statutory, punitive, special, and indirect damages (including lost profits and lost revenues) by Buyer to the Customer, and (2) an aggregate cap on the liability of Buyer to the Customer not exceeding \$10,000.

31. **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 authorized to sell and only in the territory in which Buyer is authorized 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; however, with Seller's prior written approval, Buyer may use the Trademarks to sell its remaining inventory of Products. 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 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 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. The Copy shall be deemed disapproved 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 derogates, erodes, or tends to tarnish the Trademarks, or otherwise diminish the value of the Trademarks, in Seller's opinion. Buyer shall provide Seller samples of Copy for approval which differ in substance from prior materials used by Buyer and approved by Seller in accordance with the terms of this Agreement.

**(d) Infringements.** Buyer shall promptly notify Seller of any infringement or potential infringement of the Trademarks. Seller 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. Buyer shall provide or procure reasonable assistance, such as the furnishing of documents, information, and the execution of all reasonably necessary documents, as Seller may reasonably request.

**32. SOFTWARE.** All software delivered by Honeywell to Buyer ("Software") is not sold but is subject to a software license ("License"). If Buyer does not separately agree to a License with Honeywell, Buyer shall not have any license or right to the Software. In no event shall Buyer 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.

**33. NOTICES.** Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative at the addresses set forth in the separate Agreement between the parties to which these Terms and Conditions attach. In the absence of such a separate Agreement, (a) notices to Seller should be delivered to Honeywell Industrial Safety, 900 Douglas Pike, Smithfield, RI 02917, Attn: General Counsel, and (b) notices to Buyer should be delivered to the address within Seller's internal systems. All notices required under the Agreement will be deemed received either (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or (b) one 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.

**34. SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**35. WAIVER.** All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**36. SET OFF.** Buyer, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units shall not set off or recoup any invoiced amounts or any portion thereof against amounts that are due or may become due from Seller, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**37. APPLICABLE LAW AND FORUM.** 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. Seller and Buyer 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.

**38. DISPUTE RESOLUTION (EXECUTIVE ESCALATION).** 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 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 15 days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

**39. PUBLICITY.** The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper will be subject to the parties' mutual written approval, which approval will not be unreasonably withheld.

40. **INDEPENDENT CONTRACTOR.** The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

41. **HEADINGS AND SECTIONS.** The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any paragraph or section thereof.

42. **INSURANCE.** Unless agreed otherwise, Buyer 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; Buyer shall deliver certificates to Seller, containing therein provisions requiring the insurance carrier to notify Seller 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 Seller prior to placement of any orders hereunder. In addition, all such policies shall name Seller as an additional insured.

43. **BUYER FINANCIAL STATUS.** Buyer represents and warrants to Seller on a continuing basis that it is in good financial condition and able to pay all bills when due. Buyer shall, from time to time furnish any financial statements or additional information as may be requested by Seller in order to enable Seller to assess Buyer's financial condition and creditworthiness. Additionally, Buyer authorizes Seller to obtain financial information regarding Buyer from credit reporting agencies, Buyer's banks and suppliers, and other such sources. Seller may, in its sole discretion, increase or decrease the amount of credit (if any) that Seller has extended to Buyer in connection with the purchase of Products.

44. **ASSIGNMENT; SUBCONTRACTING.** Neither party will assign any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary herein, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Seller from liability under the Agreement for performance of the subcontracted obligations.

45. **SURVIVAL.** All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

**ATTACHMENT A****COMMERCIAL EXCEPTIONS TO TERMS AND CONDITIONS OF SALE****SALISBURY PRODUCT EXCEPTIONS**

1. The following additional or modified terms apply to Salisbury Products:
  - A. Purchase Orders. 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. The following procedures must be followed on all existing and future blanket orders:
    1. Shipping requests are either at the beginning, middle, or the end of each month. Blanket orders will ship at the same recurring time each month as specified by the customer PO. Please be sure to note a preference for the beginning, middle, or end of month ship date on your PO.
    2. Every attempt is made to meet requested release dates within 15 calendar days of the request date.
    3. Blanket order releases can be modified or cancelled with a sixty (60) day notice. Modifications to increase a release or releases will be reviewed and must be approved in writing. Lead times, capacity, timing, and market demand will factor into granting an approval.
    4. Blanket orders placed will be acknowledged using the applicable year's List Price, Earned Discounts or Quoted Pricing. Once a blanket order is acknowledged at the applicable year's pricing, future price increases will not apply to the blanket order releases for the remaining calendar year in which the blanket order was acknowledged.
    5. Only firm blanket orders with a Buyer purchase order number assigned will be accepted. The order must specify the starting point quantities and periodic release dates.
    6. Delivery lead time for the first release date could be subject to published lead times in effect when the order is placed. This accounts for orders placed late in the previous calendar year or new blanket orders during the current blanket order year.
    7. Request a copy of the current year's Blanket Order Program for additional information.
  - B. Pricing. BRANDING CHARGE. \$4.00 CAD 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 sleeves. Single molded sleeves are not available.
  - C. Delivery Terms. Seller reserves the right to ship standard orders up to 45 days prior to original ship date unless otherwise noted by the Buyer at time of order. For orders valued at \$7,500 CAD or more representing a single shipment to a single destination within Canada, freight will be prepaid and absorbed via Honeywell selected overland routing. IEC Earthing Products for International: Free Carrier (FCA): Seller delivers the goods export-cleared to the carrier stipulated by the Buyer or another party authorized to pick up goods at the Seller's premises or another named place. Buyer 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.
  - D. Minimum Order. The minimum order shall be \$250.00 CAD net value, with purchase orders for less than \$250 CAD being subject to a \$60 CAD processing and handling fee.
  - E. Custom Printing – Personalization and Special Orders. SPECIFICATIONS. Seller 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 order. Buyer must accept special order parameters prior to order acceptance by Seller. 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).

- F. Product Changes. PRODUCT MODIFICATION. Switchboard matting is available in full rolls. Custom cut lengths available at \$1.50 CAD per cut. First cut – no charge. Roll lengths are a nominal 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 500 continuous feet.
- G. 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 12 months. RMAs are valid for 30 days from the date of issue.

## **RAE PRODUCT EXCEPTIONS**

2. The following additional or modified terms apply to RAE Products:

- A. Territory. The authorized territory for sale is limited to Canada.
- B. Pricing. A House Account is defined as a Public Tender or Large Multi location Corporation with a defined sales opportunity exceeding \$50,000 CAD in a single order. It is at Seller's discretion to treat a House Account as direct account or to service the account through a designated distributor. Buyer may register a specific project with Seller pursuant to Honeywell's Project Registration Program so as to be the Buyer of Record for a specific project. Buyer must have written permission (e-mail permissible) from Honeywell's Sales Director to bid on a House Account or registered project. Seller's dealer of record program details the process, terms, and conditions for registering a project with the Seller. Seller reserves the right to change or modify the project registration process at its sole discretion without notice. Buyer, at its sole discretion, sets its sales price and advertised sale price for Products. In order to be eligible for the RAE Value Added Discount Program, Buyer may not advertise, in any medium, any RAE Systems product that is listed in a current RAE Systems Price Guide, at a price lower than that product's List Price. Seller is committed to providing high quality products and to that end has selected resellers whose qualified professionals can provide customers with the highest quality service and support. Seller believes that these high standards will be compromised, and cannot be maintained, if Seller's products are sold through Internet auction sites. Therefore, Buyer agrees that it will not, directly or indirectly (including transshipments), sell new or current models through Internet or discount auction sites where products are listed for sale to the highest bidder rather than at a fixed price.
- C. Delivery Terms. Orders may be expedited for guaranteed shipment, subject to availability, 24 hours earlier than RAE Systems' standard lead time for a \$35 CAD expedite fee.
- D. Minimum Order. Unless otherwise agreed to in writing by Honeywell, the minimum order shall be \$250 CAD net value, freight excluded. A charge of \$50 CAD will be assessed on all orders that do not meet the \$250 CAD minimum order value. This minimum order policy excludes replacement sensors, cartridges, calibration equipment, gas cylinders, warranty sales orders, service orders including a labor item, demo units, as well as orders placed through the Honeywell B2B Webstore or EDI. This section replaces section 6 of the Terms and Conditions.
- E. Returns. A restocking charge of 25% will apply on all material accepted for credit, provided that such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. The following are applicable to RAE Products: all sales are final. Each Product furnished by Seller shall be deemed accepted by Buyer unless notice of defective non-conformity is received in writing within thirty (30) days of delivery. No goods or any part of the goods will be accepted for return or replacement unless the return has been previously authorized by Seller and the defective Product returned to RAE Systems' designated repair facility, freight prepaid, with a statement describing the defect. Products may not be returned for credit after thirty (30) days from delivery date.
- F. Staff and Training. Buyer shall maintain a trained, competent, and fully equipped staff adequate to sell the Products, including at least two factory trained and certified employees. Buyer shall actively participate in

Seller's training programs relating to sales and installation of Products. Seller reserves the right to reasonably audit Buyer's compliance with this requirement.

### **MORNING PRIDE AND FIRST RESPONDER PRODUCT EXCEPTIONS**

3. The following additional or modified terms apply to Morning Pride and First Responder Products:
- A. Delivery. For orders of 50 or more garments, representing a single shipment to a single destination within Canada, freight will be prepaid and absorbed via Honeywell selected overland routing.
  - B. Drop Shipments. Drop shipments are allowed within Canada with a \$100 CAD minimum order.
  - C. Minimum Order. Orders under \$100 CAD net value will incur a charge of \$35 CAD; however, orders for Advanced Protective Tracking (APT) software and its accessories are excluded from this minimum order requirement.
  - D. Returns. Any product returned for reasons other than warranty issues, defects, production errors, or shipping errors may be assessed a 20% restocking fee. The restocking charge will apply on helmets, boots, hoods, gloves, and suspenders returned 90 days from purchase, provided that such goods are in saleable condition. Restocking charges on size exchanges can be waived if notified within 30 days of invoice date of the order. Custom gear, Special Make & Made To Order boots cannot be returned. Products may not be returned more than 12 months after original sale. RMAs are valid for 30 days from the date of issue.

### **HONEYWELL ANALYTICS PRODUCT EXEPTIONS**

4. The following additional or modified terms apply to Honeywell Analytics Products:
- A. Purchase Orders. Purchase orders received prior to 4:00 PM CT will be processed by end of the next business day.
  - B. Drop Shipments. Each drop shipment order is subject to the minimum order requirements and applicable service fee. Drop shipments are allowed within Canada. Each drop ship address requires a separate Purchase Order. This section replaces section 5 of the Terms and Conditions.
  - C. Minimum Order. Unless otherwise agreed to in writing by Honeywell, the minimum order shall be \$500 CAD net value for Industrial, High Tech, and BW Portables product lines, and \$250 CAD for Commercial product lines, freight excluded. A charge of \$50 CAD will be assessed on all orders that do not meet the above minimum order values. This minimum order policy excludes replacement sensors, cartridges, calibration equipment, gas cylinders, warranty sales orders, service orders including a labor item, demo units, and Chemcassette® orders, as well as orders placed through the Honeywell B2B Webstore or EDI. This section replaces section 6 of the Terms and Conditions.
  - D. Returns. A restocking charge of 25% will apply on all material accepted for credit, provided that such goods are unused and in saleable condition, in standard Honeywell-order multiple quantities, and have been shipped within the past 12 months. The 25% restocking charge will be waived if accompanied by a replacement purchase order for the same or higher value than the return.

### **HONEYWELL ANALYTICS TRAINING EXEPTIONS**

5. The following additional or modified terms apply to Honeywell Analytics Trainings:
- A. Purchase Orders. Purchase orders will be processed after training has been completed. This section replaces section 1 of the Terms and Conditions.
  - B. Minimum Order. There is no minimum order defined for training. This section replaces section 6 of the Terms and Conditions.

- C. Cancellations. One (1) week or more before a scheduled training: 100% refund or no charge if paying by Purchase Order. Less than one (1) week notice before scheduled training: There will be a 25% administration fee charged. Honeywell reserves the right to cancel or change the dates of our courses.

**PPE PRODUCT EXCEPTIONS**

6. The following additional or modified terms apply to Honeywell PPE Products:

- A. Delivery Terms. For orders valued at \$2,000 CAD or more representing a single shipment to a single destination within Canada, freight will be prepaid and absorbed via Honeywell selected overland routing. Special routing or packing requests may incur additional charges. Buyers are required to contact Honeywell Customer Service directly regarding export freight policies. 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), Vision Screeners, repairs, and custom products.
- B. Drop Shipments. No minimum order requirement for footwear, Eyelation, Uvex Rx, and Vision Screeners drop shipments.
- C. Minimum Order. No minimum order requirement for Eyelation, Med Certs, Uvex Rx, and repair parts orders.
- D. 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. Buyer will indemnify Seller for any damages incurred as a result of Buyer's shipment of any Uvex safety eyewear outside of the Americas.
- E. Cancellations. Cancellations cannot be accepted for Configured and Pre-configured Self Contained Breathing Apparatus (SCBA) and Pressure Demand Supplied Air Respirators (PD-SAR).