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## 1.INTRODUCTION

This User Agreement and all policies and procedures published on our website [www.godirecttrade.com](http://www.godirecttrade.com) set out the terms on which we offer you access to and use of our GoDirect Trade platform and the services we provide. Our latest policies and procedures can be accessed on [www.godirecttrade.com/policies](http://www.godirecttrade.com/policies) By accessing our website or using our services you agree to abide by the terms of this User Agreement and all policies and procedures as set out herein.

For purposes of this User Agreement you are contracting with Honeywell International Inc registered office at 1209 Orange Street, Wilmington, DE 1980, USA and principal executive offices are located at 115 Tabor Rd, Morris Plains, NJ 07950, USA. In this User Agreement Honeywell International Inc may be referred to as "Honeywell" "we," or "us."

## 2.ABOUT GO DIRECT TRADE

Go Direct Trade is an online marketplace that enables registered users to buy and sell used and new aerospace components and services. The eventual contract of sale or service is between registered users; we only provide the online platform and certain value added services to which registered users can opt in.

We may offer registered users assistance on certain elements of a transaction that may include amongst others: currency conversion; certificates of conformity; pricing suggestions, shipping and freight; however such assistance is only informational in nature and you may decide to utilize it or not.

We have no control over and do not guarantee: the existence, quality, safety or legality of components or services listed by registered users; the truth or accuracy of registered users' content or listings; the ability of sellers to sell components; the ability of buyers to pay for components or services; or that a buyer or seller will complete a transaction.

## 3. SERVICES OFFERED BY GO DIRECT TRADE

We provide several different services that allow registered users to interact with other registered users, us and 3<sup>rd</sup> parties described throughout the website, hereinafter the "Services". Whereas we make reasonable efforts to provide registered users access to the Services we cannot guarantee availability of all Services at all times, and we

reserve the right to change, modify or discontinue Services without prior notice at our discretion.

## 4. REGISTRATION and SUBSCRIPTION PACKAGES

Only registered users can use the Services we provide; to register, please go to [www.godirecttrade.com](http://www.godirecttrade.com). Registered users may provide access to the Services to their designated employees who are authorized to conduct business on behalf of the registered user. Upon your successful registration, you will establish a username and a password, both of which you should keep confidential at all times. As part of the registration process you may also generate individual usernames and passwords for your authorized employees. It is your responsibility to ensure that your authorized employees keep confidential their usernames and passwords. The terms of this User Agreement apply to your authorized employees to the same extent that they apply to you. You may not provide access to the Services to any other party that is not authorized by us and, in any case, you remain liable for any action of your authorized employees or other parties that have obtained access to the Services via you. We reserve the right to reject your application to become a registered user for any reason and without cause. We may also ask for additional information about you or your organisation in addition to the information you provide as part of the registration process and to verify your credentials.

As part of the registration process you may order from us certain subscription packages that include several Services we offer as described throughout the registration process set out above. All subscription packages are subject to the terms of this User Agreement. We may invoice you separately for subscription packages and Services or as part of the registration process.

## 5. REGISTERED USER CONDUCT

### 5.1 COMPLIANCE WITH APPLICABLE LAWS

In connection with using or accessing the Services we provide, you will use the Services in compliance with all applicable local, state, national, and international laws, rules, and regulations, including but not limited to all applicable export control laws and regulations. You also agree to comply with all applicable Honeywell instructions, policies, and procedures, and in particular you agree to the terms set out in the Honeywell Code of Business Conduct which can be accessed here: [HONEYWELL CODE OF CONDUCT](#)

### 5.2 CIRCUMVENT SERVICES

In connection with using or accessing the Services we provide, you will NOT circumvent the Services or any part of our website to avoid the payment of any fees or charges due from you or a third party to us. You also will not support, facilitate, or take part in any attempt to avoid any fees or charges due from you or third parties. You must inform us immediately if you become aware of any conduct of any user of our website or Services that may have the effect of circumventing or otherwise avoiding the payment of any fees or charges due to us.

### 5.3 LISTINGS

You must not list or upload any content in any form in areas of our website that you are not authorized to post content, and you must not post any false, inaccurate, misleading, deceptive, defamatory, or otherwise libellous content of any form in any portion of our website. You must not take any action to undermine the prices set out in the listings of other registered users, and you must not take any action that may undermine our feedback or rating system relative to you as a registered user or to a specific listing. Except with our prior written consent, you may not use any robot, spider, scraper, data mining tools, data gathering or extraction tools, or other automated means to access our website or other Services for any purpose, including the upload of product listings.

### 5.4 COMMUNICATION

Except with our prior written consent you must not send any unsolicited or bulk electronic communications or chain letters to other registered users or third parties using our Services.

### 5.5 INTELLECTUAL PROPERTY

You must not infringe the copyright, trademark, patent, or other intellectual property rights held by other registered users or by us. You may not reproduce, display, distribute, copy, reverse engineer, decompile, disassemble or prepare derivative works from content that is owned by or licensed to us, other registered users or third parties.

### 5.6 REGISTERED USER CONDUCT – ENFORCEMENT

If we have reason to believe that you or your agent are in breach or anticipated breach of this section 5, we may at our sole discretion (1) issue a warning to you or, (2) suspend our performance under this User Agreement by temporarily revoking your access to the Services, or (3) terminate this User Agreement in full or in part as set out in section 10 “TERM, RENEWAL OF SERVICES AND USER AGREEMENT” without notice or other obligation to you.

We may use systems and software that can scan and analyse the contents of every message and communication you sent using our Services, including messages between registered users, to detect and prevent fraudulent activity or violations of this User Agreement, including the herein incorporated policies and procedures.

## 6. CONDITIONS OF LISTING

When listing an aerospace component or service using our Services you agree to comply with all of the following listing conditions:

- You must ensure the accuracy of your listings, including the description, condition, and availability of the items described in your listings;
- Any listing that in our opinion violates this User Agreement may be removed or rejected by us;

- We reserve the right to verify your listing and any content that you may upload using our Services prior to publication;
- We cannot guarantee a specific location of your listings in search results on our website or on 3<sup>rd</sup> party search engines;
- We may provide you with non-binding suggestions to consider when creating a listing. Such suggestions may be based on the aggregated history of similar sold aerospace components or services. You agree that we may evaluate, re-use including but not limited to anonymized resale or sublicense of any data derived from your listing and we may display the sales history of your aerospace components to those of other registered users.

## 7. CONDITIONS OF BUYING

When buying an aerospace component or service from a third party registered user or using our Services, you agree with the following conditions:

- It is your sole responsibility to read and understand the conditions on which you enter into a transaction with another registered user.
- You or your agent enter into a binding agreement with another registered user by any means authorized as part of our Services

## 8. FEES and PAYMENT

The fees we charge for our subscription packages and for using our Services are listed on [www.godirecttrade.com](http://www.godirecttrade.com) Unless agreed otherwise with you in writing we may change our fees from time to time by posting the changes on [www.godirecttrade.com](http://www.godirecttrade.com) with 30 days' advance notice.

In addition to the fees as set out above, you may be liable for additional fees, depending on the Services you are using within the Go Direct Trade platform; such fees are detailed as part of our subscription packages or separately as quoted by us. All fees paid to us are not refundable.

### 8.1 PAYMENT BY INVOICE

Unless you have been approved for credit terms by us, payment for all orders you place for Services will be made in advance. In the event you have been approved for credit terms, payment will be due no later than 30 calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to you in writing. We will determine in our sole discretion if you qualify for credit terms. If credit terms are granted, we may change your credit terms at any time in our sole discretion and may, without notice to you, modify or withdraw credit terms for any order, including open orders. We are not required to provide a hard copy of the invoice.

Payments must be in U.S. currency and must be made via electronic fund transfer. You will send an email to [GCTSAERORemittance@Honeywell.com](mailto:GCTSAERORemittance@Honeywell.com) on or before the

date of such electronic fund transfer advising remittance detail containing at a minimum your order number, our invoice number and the amount paid per invoice. You agree to pay a service fee in the amount of five hundred US dollars (\$500.00) each time you fail to include the remittance detail and minimum information described above. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. We reserve the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. You must pay the undisputed amount of the invoice within the original invoice payment due date.

## 8.2 PAYMENT BY CREDIT CARD

We accept payment by credit card for annual subscription packages and will automatically charge your credit card in advance monthly or annually, depending upon which subscription package you select.

If you are delinquent in your payment obligations to us for any undisputed amount, we may, at our sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of our obligations with respect to access to GO DIRECT TRADE platform and the Services we provide; (2) refuse to process any credit to which you may be entitled; (3) set off any credit or sum owed by us to you against any undisputed amount owed by you to us; (4) withhold performance and future shipments to You; (5) declare your performance in breach and terminate any order; (6) repossess products for which payment has not been made; (7) deliver or grant access to future Services on a cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) recover all costs of collection including, without limitation, reasonable attorneys' fees; (10) if you are delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (11) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

## 9. INTELLECTUAL PROPERTY LICENSE

You hereby grant to us and our affiliated companies a worldwide, non-exclusive, perpetual, irrevocable, royalty free and transferable license to exercise any and all intellectual property rights you have in any content that you have uploaded using or is directly or indirectly derived from using our Services. To the extent permitted under applicable law, you waive your right to enforce against us or our affiliates your intellectual property rights in that content in connection with our Services.

You represent and warrant that for all content you provide while using our Services, (a) you own or otherwise have the right to use all intellectual property rights; (b) that such content is accurate; and (c) that use of any such content (including derivative works thereof) by us or our affiliated companies is in compliance with this User Agreement and does not and will not infringe any intellectual property rights of any third party.

You will at your expense, defend and indemnify us and our affiliated companies from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred arising out of, resulting from, or occurring in connection with any: (a) alleged patent, copyright, or trademark infringement; (b) alleged unlawful disclosure, use, or misappropriation of a trade secret; (c) allegation of and/or failure to provide updates to software deliverables to mitigate the risk of vulnerability; or (d) alleged violation of any other third-party intellectual property right, and from expenses incurred by us in defense of such suit, claim, or proceeding if you do not undertake the defense thereof. You will have the right to conduct the defense of any such claim or action and, consistent with our rights hereunder, all negotiations for its settlement. But in no event will you enter into any settlement without our prior written consent, which will not be unreasonably withheld. We may participate in a defense or negotiations to protect its interests. If an infringement claim is upheld or is reasonably believed by us to be upheld, or if any injunction or restraining order is issued, you will, at your expense, either obtain for us the right to continue using the content you uploaded or replace or modify content to make it non-infringing, provided that the replacement or modification is acceptable to us. You shall also indemnify our customers and agents for such infringement if and to the extent that we have agreed to so indemnify them, but to no greater extent than you indemnify us herein and under the same conditions as set forth herein.

## 10. TERM, RENEWAL OF SERVICES AND USER AGREEMENT

As a registered user the term of this User Agreement is specified in your subscription package. Unless terminated in accordance with the terms set out in this section this User Agreement and the Services you are using are automatically renewed for 12 months following the term.

You or we may terminate this User Agreement, subscription packages and Services for convenience at any time on sixty days written notice.

Either party may terminate this User Agreement, subscription packages and Services by giving written notice to the other party upon the occurrence of any of the following events:

- a) Except as otherwise provided in (b), the other party breaches this User Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach;
- b) the other party fails to make any payment required to be made under this User Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or
- c) any insolvency or suspension of the other party's operations or any petition filed or proceeding made by or against the other party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim, or cause of action accruing to either party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under this User Agreement, in law or equity.

## 11. CONFIDENTIALITY

“Proprietary Information” means any information, technical data or know-how in whatever form that is not generally known. Proprietary Information also includes information disclosed orally or visually if the disclosing party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving party within 30 days after disclosure.

Except as permitted in this User Agreement, the receiving party will not use or disclose Proprietary Information for 10 years from the expiration or termination date of this User Agreement.

Each party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving party notifies the original disclosing party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

The receiving party has no duty to protect information that is: (a) developed by the receiving party independently of the disclosing party’s Proprietary Information; (b) obtained without restriction by the receiving party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of this User Agreement by the receiving party; or (d) known to the receiving party at the time of its disclosure, without an existing duty to protect the information.

The receiving party may disclose Proprietary Information only to its employees and contract employees (collectively “Employees”) having a need-to-know with respect to the intent of this User Agreement. Each party must ensure that its Employees are aware of, are subject to and comply with the terms of this User Agreement. The receiving party may disclose the disclosing party’s Proprietary Information to a third party with respect to the intent of this User Agreement if: (1) the disclosing party authorizes it in writing; (2) the receiving party under this User Agreement requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving party under this User Agreement; and (3) the receiving party provides an executed copy of the proprietary information agreement to the disclosing party upon request of the disclosing party.

During the term of this User Agreement, the receiving party may use the Proprietary Information strictly in connection with the intent of this User Agreement (the “Purpose”) and not use Proprietary Information for any other purpose whatsoever. The receiving



party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing party, the receiving party is not permitted to use or disclose the disclosing party's Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing party's products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or equipment of the disclosing party or any part thereof; (C) perform any services, including services relating to the products or equipment of the disclosing party; or (D) deliver under a contract or make subject to a "rights in data" clause or equivalent clause.

Nothing in this User Agreement grants or confers any rights on the part of any party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving party will promptly notify the disclosing party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing party's Proprietary Information. If the disclosing party requests, the receiving party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

## 12. DISCLAIMER OF WARRANTIES

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis.

In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide using the GO DIRECT TRADE website or our Services;
- your use of or your inability to use the GO DIRECT TRADE website or our Services
- delays or disruptions in the GO DIRECT TRADE website or our Services

- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any our Services;
- the content, actions, or inactions of third parties, including items listed using our Services

### 13. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF US FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS USER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR YOUR ANNUAL SUBSCRIPTION OR SERVICES DURING THE CALENDAR YEAR PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, WHICHEVER THE LOWER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

### 14. DATA ACCESS RIGHTS

We may receive data output from, input to, generated by or otherwise accessible through your use of the GO DIRECT TRADE and our Services as a result of its use or operation (hereinafter "Data"). You give us the irrevocable right to retain, use, copy, modify, license, and disclose the Data for any purpose.

### 15. ASSIGNMENT

Neither Party will assign any rights or obligations under this User Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld or delayed except that either party may assign this User 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 clause will be void.

### 16. CHOICE OF LAW AND FORUM

This User Agreement will be governed by the laws of the State of New York, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Federal courts of the State of New York will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this User Agreement and the parties hereby

submit to the jurisdiction of such courts. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

## 17. DISPUTE RESOLUTION – MEDIATION and ARBITRATION

In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration as set out below.

If not resolved by mediation, any dispute, claim, controversy, action, cause of action, arising out of or relating to this User Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the applicable law set forth in this User Agreement.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this User Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled, or licensable by either party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

## 18. RELEASE

If you have a dispute with one or more users, you release us from any claims, demands or damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any statutory protections.

## 19. ENTIRE AGREEMENT

This User Agreement contains the entire agreement between the parties with respect to the subject matter of this User Agreement and supersedes any prior representations or agreements, oral or written, and all other communications between the parties

relating to the subject matter of this User Agreement. This User Agreement will not be varied except in writing signed by an authorized representative of each party.

## 20. EXCUSABLE DELAY

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform under this User 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, and (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). 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.

## 21. NOTICE

Every notice between the parties relating to the performance or administration of this User Agreement will be made in writing.

All Notices required under this User Agreement will be deemed received either:

- Two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
- 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.

## 22. RELATIONSHIP OF THE PARTIES

The parties acknowledge that they are independent contractors and no other relationship, including, without limitation, partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by this User Agreement. Neither party has the right to bind or obligate the other.

## 23. SEVERABILITY

If any provision or portion of a provision of this User Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision.

## 24. SURVIVAL

Provisions of this User Agreement that by their nature should continue in force beyond the completion or termination of this User Agreement, will remain in force.

## 25. TAXES, DUTIES AND TARIFFS

Our pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the fees we charge you. or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, "Taxes"). You will pay all Taxes resulting from this User Agreement or our performance under this User Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If we are required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this User Agreement, then in addition we will invoice you for such Taxes.

If any Taxes are required to be withheld from amounts paid or payable to us under this User Agreement, (a) such withholding amount will not be deducted from the amounts due we originally priced, (b) you will pay the Taxes on our behalf to the relevant taxing authority in accordance with applicable law, and (c) you will forward to us, within 60 days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will we be liable for Taxes paid or payable by you. This clause will survive expiration or any termination of this User Agreement.

## 26. WAIVER

The failure of either party to enforce at any time any provision of this User Agreement will not be construed to be a continuing waiver of those provisions.

## WEBSITE TERMS OF USE:

By accessing this site in any manner (whether automated or otherwise), you agree to be bound by these Terms & Conditions and any additional terms and conditions that otherwise may apply to specific areas of this site.

You represent that you are legally able to accept these Terms & Conditions, and affirm that you are either of legal age to form a binding contract, or have obtained parental or guardian consent to do so. If you do not agree to these Terms & Conditions, you may not use this site.

We reserve the right to change these Terms & Conditions at any time. Such changes will be effective when posted. By continuing to use the site after we post any such changes, you accept the Terms & Conditions as modified.

### **Honeywell**

### **Copyright**

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### **Trademarks**

### **and**

### **Intellectual**

### **Property**

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### **Ownership**

### **of**

### **Site**

### **Content**

### **and**

### **Submissions**

Should you view the Honeywell International Inc. site and respond with information (excluding personal information, which is addressed under the Privacy Statement)

including questions, comments or suggestions regarding the content of the Honeywell International Inc. site, such information shall be deemed to be non-confidential and Honeywell International Inc. shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Honeywell International Inc. shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information. Accordingly, Honeywell and its affiliates are granted a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such information, including alterations thereof, for its business purposes, in any form, in any media, and via any technology, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the site is original to you and that you have the right to grant Honeywell these rights.

## **Rules of Conduct**

The following rules apply to your use and any use authorized or permitted by you of this site:

- Do not "harvest" (or collect) information from the site using an automated software tool or manually on a mass basis (unless Honeywell has given you separate written permission to do so). This includes, for example, information about other users of the site and information about the offerings, products, services and promotions available on the site.
- Do not share your username, access code, or password with any third party or allow any third party access to your account.
- Do not use automated means to access the site, or gain unauthorized access to the site or to any account or computer system connected to the site.
- Do not "stream catch" (download, store or transmit copies of streamed content).
- Do not obtain, or attempt to obtain, access to areas of the site or our systems that are not intended for access by you.
- Do not "flood" the site with requests or otherwise overburden, disrupt or harm the site or its systems.
- Do not circumvent or reverse engineer the site or its systems.
- Do not restrict or inhibit another user or users from using and enjoying this site.

## **General Legal**

HONEYWELL INTERNATIONAL INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY NATURE REGARDING THE INFORMATION OR THE PRODUCT TO WHICH THE INFORMATION REFERS. The information on this site may include typographical inaccuracies.

Under no circumstances will Honeywell International Inc. be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any use of this site or any other site to which the Honeywell

International Inc. site is linked, including, without limitation, any lost profits, business interruption, or loss of programs or information, even if Honeywell International Inc. has been specifically advised of the possibility of such damages.

Honeywell has the right to deny access to, and to suspend or terminate your access to, the site, or to any features or portions of the site, and to remove and discard any content or materials you have submitted to the site, at any time and for any reason, including for any violation by you of these Terms & Conditions. In the event your access to and/or use of this site is suspended or terminated, you will continue to be bound by the Terms & Conditions that were in effect as of the date of such suspension or termination.

### Privacy Statement and Cookies

Honeywell International Inc. ("Company", "our", "us", or "we"), the "data controller" of the personal information we collect about you pursuant to this Privacy Statement, is committed to protecting your privacy. This Privacy Statement details the steps we take to protect your personal information when you visit any of our websites or applications that contain a link to this Privacy Statement (collectively, our "Sites") or when you contact us. It describes how we process personal information relating to you, including the types of personal information that we collect, the purposes for which we use it, the types of third parties with which we share it, and any rights you may have with respect to such information. Personal information is information, or a combination of pieces of information, that allow you to be identified.

This Privacy Statement applies only when you visit any of our Sites that link to this Privacy Statement or when you contact us, for example, with a comment, inquiry or customer support request. Personal information collected about you in connection with other Company websites, products, services or mobile applications (including those made available to you by our group companies) may be covered by different privacy statements. It is important that you read this Privacy Statement together with any other privacy statements or other notices we may provide to you on specific occasions when we are collecting or processing your personal information so that you are fully aware of how and why we are using your information.

By using or accessing our Sites or contacting us you agree that we may process your personal information in the manner described in this Privacy Statement. Your use of our Sites and any information you provide through them is subject at all times to this Privacy Statement and the applicable terms and conditions that apply to the Sites.

**IMPORTANT NOTICE FOR RESIDENTS OF THE EUROPEAN ECONOMIC AREA (EEA) : EEA RESIDENTS MAY BE ENTITLED TO OBJECT TO CERTAIN TYPES OF PROCESSING ACTIVITIES INVOLVING YOUR PERSONAL INFORMATION DESCRIBED IN THIS PRIVACY STATEMENT, INCLUDING WHERE WE ARE RELYING ON A LEGITIMATE INTEREST TO PROCESS YOUR PERSONAL**



INFORMATION OR WHERE WE ARE PROCESSING YOUR PERSONAL INFORMATION FOR DIRECT MARKETING. IN SOME CASES, WE MAY DEMONSTRATE THAT WE HAVE COMPELLING LEGITIMATE GROUNDS TO CONTINUE TO PROCESS YOUR PERSONAL INFORMATION IN WHICH CASE WE ARE NOT OBLIGED TO COMPLY WITH YOUR REQUEST

Click on one of the links below to jump to the section that interests you:

- 1) **Our collection of information**
- 2) **Our use of information**
- 3) **The legal basis on which we process information**
- 4) **Anonymizing information**
- 5) **How long we keep information**
- 6) **Disclosure of information**
- 7) **International transfers**
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- 10) **Do Not Track**
- 11) **Your rights**
- 12) **Children's information**
- 13) **Links to other websites**
- 14) **Contact**

**us**

#### 1) **Our collection of information**

a) **Information collected directly from you.** When you visit our Sites, we may ask you for personal information to provide a service or carry out a transaction that you have requested. You may also provide personal information to us when you contact us (e.g., with a comment, inquiry or customer support request) or register for an account to use our Sites.

The personal information we collect from you when you use our Sites may include:

**Identity data**, such as your name, title, company/organization name, e-mail address, telephone and fax numbers and physical address (including street, city, state, postal code, and/or country);

**Registration data**, such as information provided by you when you register for an account to use our Sites, including user names and passwords;

**Recruitment data**, including information submitted in connection with a job application or inquiry (as described below);

**Marketing and communications data**, including your marketing preferences and your subscriptions to our publications;

**Financial information**, including credit card or other financial account information for the purpose of enabling us to facilitate your purchase of Company products and services that may be available on our Sites;

**Export control information**, such as your nationality, citizenship and country of residence, that allows us to determine your eligibility under export control regulations to receive information about certain technologies;

**Transaction data**, including inquiries about and orders for our products and services and details of payments to and from you;

**Event registration information**, including information you provide when filling in e-registration forms; and

**Your feedback**, including feedback from you about our Sites as well as our products and services generally.

When you do not provide requested information, we may not be able to provide you the requested service or complete your transaction.

b) **Information we collect about you.** We collect certain information about your visit to our Sites, including:

**Usage data**, including information about how you use our Sites, what pages you view, the number of bytes transferred, the links you click, the materials you access, the date and time you access the Site, the website from which you linked to one of our Sites

and other actions taken within the Sites; and

**Technical data**, such as your Internet Protocol (IP) address, your browser type and capabilities and language and your operating system.

For information about the cookies we use on our Sites, please refer to the section entitled “Cookies” below.

c) **Geo-location information.** For certain Sites, with your express consent, we may collect the precise, real-time location (i.e., geo-location) of your mobile device. This information will be used only for purposes of facilitating your use of the Sites. The geo-location of your mobile device may be disclosed to our service providers who may process this information in connection with providing services on our behalf. Once you have consented to the collection of the precise, real-time location of your mobile device, you may adjust this consent by managing your Location Services preferences through the settings of your mobile device.

d) **Information collected from third parties.** In accordance with applicable law, we may collect personal information about you from third parties, such as social media websites/applications, which we may combine with the information we already hold about you in order to help us improve and customize our Sites to your preferences and for other purposes set forth in this Privacy Statement.

## 2) Our use of information

We may use the personal information collected via our Sites or when you contact us for purposes that include:

**Services and transactions.** We may use your personal information to deliver services to you or carry out transactions you have requested, including, but not limited to, providing information on Company products or services you have purchased or otherwise use, registering purchased products, processing product orders, handling warranty claims, replacing product manuals, answering customer service requests and facilitating the use of our Sites.

**Administering and protecting our business and Sites.** We may use your personal information to administer and protect our business and our Sites, including troubleshooting, system maintenance, support, reporting and hosting of data.

**Improving our business, Sites, products and services.** We may use your personal information to perform business analyses or for other purposes that help us to develop and improve the quality of our business, Sites, products and services (including new products and services), for example, by customizing our Sites to your particular preferences or interests.

**Marketing.** In accordance with applicable laws and regulations, we may use your personal information to inform you of products or services which may be of interest to you, and to otherwise communicate with you about offerings, events and news, surveys, special offers, and related topics. You are able to opt-out from marketing communications sent via e-mail at any time, free of charge by using the “unsubscribe” link in any e-mail marketing materials you receive from us, or by contacting us using the contact information listed in this Privacy Statement. Depending on your country of residence, you may also be able to opt out of other types of marketing communications; please contact us using the contact information listed in the Privacy Statement for more information.

**Employment applications.** In connection with a job application or inquiry, you may provide us with information about yourself, such as a resume/curriculum vitae, professional references, information about education and job background, and information about professional training and certifications. We and members of our group may use this information for the purpose of employment consideration, and as otherwise set forth in any separate privacy statement or other notice made available to you in connection with your application.

**Research and analysis.** We may use your personal information to conduct research and analysis to help us analyze your purchasing preferences, identify the products and services that best meet your requirements and measure the effectiveness of the advertising we serve you.

**Enforcement:** We may use the personal information we collect in order to detect, prevent and respond to fraud, intellectual property infringement, violations of our terms and conditions, violations of law or other misuse of our Sites.

Where permitted by law, we may combine the information that we collect via our Sites with other information we hold about you (such as information about your use of our products and services) in order to offer you an improved and consistent customer experience when interacting with us or for other purposes set forth in this Privacy Statement.

### **3) The legal basis on which we process information**

Where required by law, we will ensure there is a legal basis for the processing of your personal information. In most cases the legal basis will be that:

the processing is necessary for the performance of the services we provide to you;

the processing is necessary to comply with our legal obligations, including compliance with applicable laws, regulations, governmental and quasi-governmental requests, court orders or subpoenas;

the processing is based on your consent to the processing of your personal information for one or more specified purposes (e.g. marketing); or

the processing is necessary to meet our legitimate interests, for example to develop and improve our Sites, products and/or services for the benefit of our customers.

#### **4) Anonymizing information**

In accordance with applicable law, we may anonymize your personal information so that it can no longer be used to identify you. Anonymized information is not considered personal information and is therefore not subject to this Privacy Statement. We may collect, use and share anonymized information for any purpose.

#### **5) How long we keep information**

The period during which we store your personal information varies depending on the purpose for the processing. For example, we store personal information needed to provide you with products and services, or to facilitate transactions you have requested, for so long as you are a customer of the Company. We store your personal information for marketing purposes until you have opted out of receiving further direct marketing communications in accordance with applicable law. If you submit an employment application via our Sites, we will retain details of your application as set forth in the privacy statement or other notice made available to you in connection with your application or as otherwise required by law. In all other cases, we store your personal information for as long as is needed to fulfill the purposes outlined in this privacy statement, following which time it is either anonymized (where permitted by applicable law), deleted or destroyed.

#### **6) Disclosure of information**

We may share your personal information with selected third parties in accordance with applicable law, including as set out below.

**Our group companies.** We may share your personal information with our affiliates and group companies as reasonably necessary for the purposes set out in this Privacy Statement.

**Service providers.** We may share your personal information with companies with which we have contracted to provide services on our behalf, such as hosting websites, conducting surveys, processing transactions, analyzing our Sites and performing analyses to improve the quality of our business, Sites, products and services. We require these service providers to protect the confidentiality of your personal information.

**Distributors and other trusted business partners.** We may share your personal information with third parties that distribute our products and other trusted business partners for purposes that include allowing those third parties to send marketing communications to you. Such sharing of personal information for marketing purposes will be performed in accordance with applicable laws and regulations.

**Disclosure in connection with transactions.** In connection with certain transactions, we may disclose some or all of your personal information to financial institutions, government entities and shipping companies or postal services involved in fulfillment of the transaction.

**Disclosures in connection with acquisitions or divestitures.** Circumstances may arise where for strategic or other business reasons the Company decides to sell, buy, divest, merge or otherwise reorganize businesses in some countries. We may disclose information we maintain about you to the extent reasonably necessary to proceed with the negotiation or completion of a merger, acquisition, divestiture or sale of all or a portion of the Company's assets.

**Disclosure for other reasons.** We may disclose personal information if required or authorized to do so by law or in the good-faith belief that such action is necessary to comply with legal requirements or with legal process served on us, to protect and defend our rights or property or, in urgent circumstances, to protect the personal safety of any individual.

## **7) International transfers**

We are a global company. By using or accessing our Sites or contacting us and giving your information to us, you acknowledge and agree that your personal information may be collected in, transferred to and accessed by the Company, our group companies, suppliers, distributors and other business partners and/or agents located in countries outside of your country or residence, including, but not limited to, the United States, Mexico and India, in accordance with applicable law. Please be aware that the privacy protections and legal requirements, including the rights of authorities to access your personal information, in some of these countries may not be equivalent to those in your country of residence. However, we will take reasonable steps to protect your privacy and to provide a level of protection of personal information that is comparable to that of your country of residence.

### **Users Located in the European Economic Area (EEA)**

Where required, we have put in place appropriate safeguards with our group companies, service providers, contractors, distributors and other business partners and agents to ensure that transfers of personal information outside the EEA are adequately protected. These safeguards typically comprise the EU Standard Contractual Clauses in accordance with Article 46(2) of the EU General Data Protection Regulation. For more information on the appropriate safeguards in place to protect your personal information, please contact us using the details at the end of this Privacy Statement.

### **8) Security**

We are committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure, including implementation of such security measures as may be required by applicable law. However, no information system can be 100% secure, so we cannot guarantee the absolute security of your personal information. Moreover, we are not responsible for the security of information you transmit to the Sites over networks that we do not control, including the Internet and wireless networks.

The safety and security of your personal information also depends on you. Where we have given you (or where you have chosen) a User ID and password to access the Sites, you are responsible for keeping those log-on credentials confidential and not revealing them to others.

## 9) Cookies and similar technologies

### What is a cookie?

Cookies are text files containing small amounts of information which is downloaded to your hard disk or to your browser's memory when you visit one of our Sites. Cookies are useful because they help arrange the content and layout of our Sites and allow us to recognize those computers or other devices that have been to our Sites before. Cookies do many different jobs, such as allowing our Sites to remember your preference settings and helping us to enhance the usability and performance of our Sites and your experience using them.

Our Sites also may contain electronic images known as web beacons – sometimes called single-pixel gifs – that allow us to count the number of users who have visited specific pages. We may include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

### Categories of cookies and similar technologies that we use

The type of cookie or similar technology that may be used on our Sites can be put into 1 of 4 categories: Strictly Necessary, Performance, Functionality & Profile and Advertising.

#### 1. Strictly Necessary Cookies

These cookies are essential, as they enable you to move around our Sites and use their features, particularly in connection with information searches and order placement. Without these cookies, services you have asked for cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet. An example of a strictly necessary cookie is a “shopping basket cookie,” which is used to remember the products that you wish to purchase when you add products to your shopping basket or proceed to checkout.



**2.**

**Performance**

**Cookies**

These cookies collect information about how you use our Sites, for example which pages you go to most often and if you get any error messages from certain pages. These cookies collect information that is used to improve how our Sites work. Without these cookies we cannot learn how our Sites are performing and make relevant improvements that could better your browsing experience. Examples of performance cookies that our Sites use include Google and Adobe Analytics (see further discussion below).

**3.**

**Functionality**

**&**

**Profile**

**Cookies**

These cookies allow our Sites to store information that you provide such as your site language preferences and to store technical information useful for your interactions with our Sites. For instance, they remember your user ID and elements of your user profile. They also ensure that your experience using the Sites and our marketing efforts are relevant to you. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. These cookies will not be used to track your browsing activity on other websites.

Without these cookies, a website cannot remember choices you have previously made or personalize your browsing experience. For example, we use a cookie to store your language preferences, which allows us to present you with product search results in the correct language, and we use a cookie to store your choice about the appearance of the cookie information banner that we display on our Sites. This cookie will help us remember your choice about the appearance of the cookie information banner when you subsequently visit the same site where you made your choice about the banner and any other Company sites with the same domain or the same top-level domain.

**4.**

**Advertising**

**Cookies**

**and**

**Similar**

**Technologies**

These cookies or similar technologies may be used to deliver advertisements that are more relevant to you and your interests. They may also be used to limit the times you see an advertisement as well as help to measure the effectiveness of the advertising campaign. These cookies may track your visits to other websites. Without these cookies or other technologies, online advertisements you encounter will be less relevant to you and your interests.

We permit third-party advertising partners to use cookies and other technologies to collect information about your browsing activities over time and across different websites when you use our Sites, including products that you browse or purchase and your location. Examples of advertising cookies or similar technologies that we use include Google AdWords and Facebook Pixels.

### **Setting your cookie preference**

You may be asked to consent to our use of cookies as described in this Privacy Statement by way of a cookie information banner upon your first use of our Sites. You can usually modify your browser settings to decline cookies and you can withdraw your consent at any time by modifying the settings of your browser to reject or disable cookies. If you choose to decline cookies, you may not be able to fully experience the features of the Sites or other websites that you visit.

### **Our use of web analytics**

We use industry standard web analytics to track visits to our sites. These analytics are provided by Google Analytics, Adobe Analytics, Facebook Pixels, Sitecore Analytics and Coveo (“Web Analytics Providers”). The information generated by the cookie about your use of our Sites (including your IP address) will be transmitted to and stored by our Web Analytic Providers on their servers. The Web Analytics Providers will use this information for the purpose of evaluating your use of our Sites, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. The Web Analytics Providers may also transfer this information to third parties where required to do so by law, or where such third parties process the information on their behalf.

You may opt out of Google, Adobe or Facebook web analytics or otherwise control how these technologies are used when you visit our sites, by following the instructions here:

[Google Analytics Opt Out Link](#)

[Adobe Analytics Opt Out Link](#)

[Facebook Privacy Settings Link \(you must be logged into your account\)](#)

## **10) Do Not Track**

Some web browsers may transmit “do-not-track” signals to the Sites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

## 11) Your rights

You may have certain rights with respect to personal information about you that is collected through the Sites or when you contact us. If you are a resident of the EEA, the rights described below may apply to you. For other users, the rights that apply to you will depend on the laws of your country of residence. We will facilitate your exercise of the rights that apply to you in accordance with applicable law. For more information about your rights, please contact us using the contact details at the end of this Privacy Statement.

**Access:** You may have the right to access, review and correct personal information collected through our Sites or when you contact us. In some cases, you can do this by going to the page on which you provided the information. You can help us to maintain the accuracy of your information by notifying us of any change to your mailing address, phone number or e-mail address.

**Object:** YOU MAY BE ENTITLED TO OBJECT TO CERTAIN TYPES OF PROCESSING ACTIVITIES INVOLVING YOUR PERSONAL INFORMATION, INCLUDING WHERE WE ARE RELYING ON A LEGITIMATE INTEREST TO PROCESS YOUR PERSONAL INFORMATION OR WHERE WE ARE PROCESSING YOUR PERSONAL INFORMATION FOR DIRECT MARKETING. IN SOME CASES, WE MAY DEMONSTRATE THAT WE HAVE COMPELLING LEGITIMATE GROUNDS TO CONTINUE TO PROCESS YOUR PERSONAL INFORMATION IN WHICH CASE WE ARE NOT OBLIGED TO COMPLY WITH YOUR REQUEST.

**Erasure :** You may be entitled to request the erasure of your personal information, for example, where the information is no longer necessary for the purposes for which they were collected.

**Restriction :** You may be entitled to request that we restrict our processing of your personal information, for example, where the accuracy of the information is contested by you.

**Data portability :** You may be entitled to receive and reuse your personal information for your own purposes. This is known as the right to data portability and, where applicable, requires us to move, copy or transfer your personal information from our systems to you or (where technically feasible) a third party chosen by you without

affecting

its

usability.

**Consent:** If you have provided your consent to the processing of your personal information, you may have the right to withdraw your consent at any time by contacting us using the contact details at the end of this Privacy Statement or, in the case of email marketing, by using the “unsubscribe” link in any of our marketing emails. This won’t affect the lawfulness of any processing up to that point.

We will respond to any requests from you to exercise your rights within the timeframes required by law. We may charge a fee to facilitate your request where permitted by law. To exercise any of your rights, please contact us using the contact details set out at the end of this Privacy Statement. We may take steps to verify your identity before taking action on a request. If you believe our processing of your personal information does not comply with data protection law, you can make a complaint to the supervisory authority in charge of overseeing compliance with data protection law in your jurisdiction. We would however appreciate the chance to address your concerns, so please feel free to contact us regarding any complaint you may have.

If you have questions about your rights or wish to exercise your rights, you can submit privacy questions via the following link:

<https://honeywellhub.secure.force.com/PrivacyInformationRequestForm?lang=en>

## **12) Children's information**

We do not knowingly collect information from children and do not target or direct our Sites to children. The meaning of “children” is subject to the laws and regulations in the jurisdiction in which you are located.

## **13) Links to other websites**

Our Sites may contain links to third-party websites, products and services. We have no liability or responsibility for those websites, products and services, their policies, or their collection or other processing of your personal information. The practices of those third parties with respect to information collected through their websites, products or services is governed by their own privacy policies. We encourage you to learn about the privacy policies of those third parties.

#### **14) Contact us**

If you have questions regarding this Privacy Statement or our handling of your personal information, would like to lodge a complaint, or wish to contact our Data Protection Officer, please contact us using the contact information listed below. We will promptly address your concern and strive to reach a satisfactory resolution.

Email :  
HoneywellPrivacy@honeywell.com

Mailing Address :

Honeywell Privacy  
4D5  
115 Tabor Road  
Morris Plains, NJ 07950

#### **15) Changes to this Privacy Statement**

We may occasionally update this Privacy Statement. When we do, we will revise the "last updated" date at the top and bottom of the Privacy Statement and take such additional steps as may be required by law.