

Honeywell Process Solutions Distributor Agreement

(for use in EMEA & APAC only)

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Honeywell:	Honeywell International Inc., acting by and through its Honeywell Process Solutions Business Unit (“ Honeywell ”) 1250 W Sam Houston Pkwy S. Houston TX 77042	Honeywell Contact:	Denis Barker Title: Channel Business Manager Phone: +44 1698915015 Facsimile: +44 2380051224 Email Address: Denis.Barker@Honeywell.com
Distributor:	Fluidic Limited (“ Distributor ”) Fullarton Court, Cambuslang Investment Park, Glasgow G328EY United Kingdom	Distributor Contact:	Steven Biggs Title: Managing Director Phone: +44 (0)141 641 5920 Facsimile: +44 (0)141 641 2687 Email Address: Steven.Biggs@fluidic-ltd.co.uk

This Agreement is entered into on the Effective Date by Honeywell and Distributor. Honeywell manufactures, sells, licenses, and distributes the Products. Honeywell desires to further the sale, license, and distribution of the Products in the Territory. Distributor desires to market, sell, license, and distribute the Products in the Territory. This Agreement states the terms under which Honeywell may provide the Products to Distributor and Distributor will obtain the Products from Honeywell.

This Agreement constitutes the entire understanding of the parties, written or verbal, and fully supersedes and replaces all former agreements between the parties hereto and any of their associated and affiliated companies concerning the sale of the Products as to the Territory.

This Agreement is subject to mandatory arbitration and is subject to international arbitration conventions, treaties and legislation, including but not limited to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, 10 June 1958 (New York Convention).

Term	This Agreement begins on the date it is signed by Honeywell’s authorized representative (“ Effective Date ”) and remains in effect until the 31st of January 2020 inclusive, (“ Term ”), unless terminated earlier under the provisions of this Agreement.	
Territory	<p>“Geographic Area” means: United Kingdom</p> <p>“Product Segment” means:</p> <ul style="list-style-type: none"> - Instrumentation: Field Instruments, Analytical - Control Products: Process Instruments, Modular Systems, Experion LX, RTU <p>“Market Segment” means: all market segments</p> <p>“Specific Customers” means: n/a</p>	
Supplemental Provisions		
EXHIBIT STATUS	EXHIBIT NUMBER	EXHIBIT DESCRIPTION
REQUIRED	EXHIBIT 1	HPS DISTRIBUTOR AGREEMENT TERMS AND CONDITIONS – GLOBAL (“GLOBAL T&Cs”)
REQUIRED	EXHIBIT 2	END USER LICENSE AGREEMENT
REQUIRED	EXHIBIT 3	DISCOUNTS SCHEDULE
NOT APPLICABLE	EXHIBIT 4	RECOMMENDED TERMS
REQUIRED	EXHIBIT 5	TRADEMARK GUIDELINES
THE REQUIRED EXHIBITS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND ARE MATERIAL TERMS OF THIS AGREEMENT.		
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**Country Specific
Changes to Global
T&Cs**

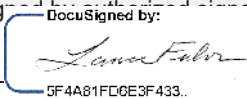
When Honeywell Signatory legal entity is located in Europe, the following governing and dispute law is:
1. Exhibit 1, Section 32.5, replace "New York City, New York, USA" with "Zurich, Switzerland".
2. Exhibit 1, Section 32.7, replace "State of New York" with "Switzerland".

BY SIGNING THIS AGREEMENT, DISTRIBUTOR CERTIFIES THAT DISTRIBUTOR HAS RECEIVED, READ, AND AGREES TO BE BOUND BY THE HONEYWELL POLICIES APPLICABLE TO THIS AGREEMENT.

The Parties hereto have caused this Agreement to be signed by their respective, authorized representatives, effective on the Effective Date.

Honeywell International Inc.,

(must be signed by authorized signatory of above entity)


By:  _____
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Name: Lance Fuhr

Title: Channel Sales Director

Date: 2/17/2017

DISTRIBUTOR: Fluidic Limited

By:  _____
A9CE18EABCD1425...

Name: Steven Biggs

Title: Director

Date: 2/17/2017

Please return a signed copy of this Agreement to the Honeywell Contact specified above.