

HONEYWELL Returnable Containers Policy

April 26th, 2013
- Fluorine Products EMEA -

1. Purpose

This Policy defines the roles and responsibilities of the parties involved in the handling and the return of Honeywell ton tanks and half ton tanks (collectively the "Tank(s)"), DOT returnable cylinders and all other non-disposable cylinders larger than 10kgs (collectively the "Cylinder(s)") Tanks and Cylinders are hereinafter collectively referred to as "Containers".

2. Containers Specification

D= diameter; L = Length, H = Height

Description	Measurement in cm	Tara weight in kg	Max pcs on pallet
Horizontal roll drum	D= 76-96 L = 208-225	475-600	Not Applicable
Vertical Rolldrum	D=120 H =180	650	Not Applicable
Vertical half ton tanks	D=76-100 H= 117-147,3	175- 200	Not Applicable
Cylinders 45-50 kg	D=22,5-30 L= 115-137	22,5-29,5	8-9 pcs on pallet 120x120
Cylinders 30 kg	D= 25 L =60	9,2 kg	20 pcs on pallet 120x120

3. Liability

- Containers will at all times remain the property of Honeywell.
- Buyer will assume full responsibility for the Container and its content after delivery by Honeywell (in accordance to the Incoterms (2010) specified in the confirmed purchase order) until delivery by Buyer of the empty Returnable Container under clause 8 below.
- Buyer will indemnify and hold Honeywell harmless against any loss of or damage to the Container and any liability to a third party in respect of death, injury or property damages, caused by or arising out of or in connection with the Buyer's (or Buyer's employees, agents and sub-contractors) use or custody of the Container.

4. Containers Rental Fee.

Unless stated otherwise in the Agreement, the use of Honeywell's Containers is free of charge for the first 90 days following the shipping date (the "Free Rental Period"). After the Free Rental Period, Honeywell will charge Buyer a daily rental fee of €28 for Tanks and €3 for Cylinders (the "Rental Fee") until the earlier of: (i) the date on which Honeywell has been notified by Buyer that the empty Container is ready for collection or (ii) an additional 90-day period has elapsed after the Free Period (the "Rental Period"). At the end of Rental Period Honeywell will consider the Tank to be lost and will cease accruing the Rental Fee. In either case, Buyer will be invoiced for the total amount of the Rental Fee due. The Rental Fee will not be refunded to Buyer, even if the Container(s) are returned at a later date.

5. Invoicing.

The Rental Fee will be invoiced monthly and will be paid by Buyer in accordance to the payment terms stipulated in the confirmed purchase order. Any delay in paying such invoices will immediately and automatically entail a credit block.

6. Option to Purchase Containers.

Buyer may elect to purchase Container(s) in order to avoid paying the Rental Fee, by notifying Honeywell Customer Service at the time of purchase of Product. Honeywell will add the cost of the Container to the invoice on a separate line item.

7. Use of Containers

- Buyer shall use such Containers only for storage of Honeywell's Product as originally delivered therein. It is strictly prohibited to use the Containers for any purpose other than receiving the shipment of Product from Honeywell.
- Upon shipment's arrival, Buyer will inspect the Container for any visible defects. Buyer will use the Container under normal conditions only.
- No excessive force will be used when opening and closing the valves. If valves do not operate properly, Buyer must advise Honeywell Customer Service immediately.
- Buyer will not apply any additional labels or other information onto the Container unless it is identified as defective or damaged in which case it must be marked as such by Buyer and

such marking shall not cover product markings or any other markings required by applicable regulations.

8. Return of empty Containers.

- a. Buyer will deliver the empty Container to Honeywell FOB (Incoterms 2010) to the destination where the Returnable Container was initially delivered by Honeywell.
- b. When Containers are ready for return by road inside the EU, Buyer will notify Honeywell Customer Service via e-mail at the following address: Honeywell@stratwave.com. In this e-mail Buyer will provide (1) the Container number, (2) the Product name, (3) the Date, time and address where the Container can be picked up and (4) the Contact person and/or collection hours (if applicable).
- c. When Buyer arranges for ocean freight booking, the following obligations must strictly be complied with :
 - (i) Buyer must book the ocean freight under “freight collect” terms with a Honeywell contracted shipping line, meaning that Honeywell pays the ocean freight piece to the destination port.
 - (ii) Buyer must have an “Express B/L” issued, meaning that the Container will automatically be released to the consignee (Honeywell) in the destination port (so no original B/L’s must be mailed to Honeywell). In the event that no Express B/L can be issued, a set of original B/L must be mailed immediately after vessel departure to the notify party (see shipping instructions)
 - (iii) Buyer must provide shipping details and a B/L copy (if no express B/L has been issued then originals must be submitted) immediately after vessel departure to the notify party as specified in the B/L instructions. If Buyer fails to do so, Buyer will be liable for any demurrage charges at the port of destination resulting from such failure.

9. Return of partially empty Containers.

- a. Return by road inside of the EU:
 - (i) Buyer will notify their Honeywell Key Account Manager and will provide: (1) the Container number, (2) the Product name, (3) The approximate weight of remaining product (4) the date, time and address where the Returnable Container can be picked up and (5) the Contact person and/or collection hours (if applicable).
 - (ii) Buyer will pay the increased costs of return freight, the exact amount will vary by customer’s location and will be provided to Buyer by their Honeywell Key Account Manager.
 - (iii) Buyer will pay a restocking fee of €300
 - (iv) Buyer will pay the laboratory fees required to conduct a full analysis of the Container’s contents:
 - a. If analytical results demonstrate that the product conforms to Honeywell’s specification, then no further fees are required;
 - b. If analytical results demonstrate that the product is out of specification, then Buyer will be charged for the full costs required to either (i) rework the material back into specification or (ii) dispose of the material in accordance with applicable laws and regulations.
- b. Return by ocean freight booking:
 - (i) Buyer must book the ocean freight under “freight collect” terms with a Honeywell contracted shipping line. Honeywell pays the ocean freight piece to the destination port.
 - (ii) Buyer must have an “Express B/L” issued, meaning that the Container will automatically be released to the consignee (Honeywell) in the destination port (so no original B/L’s must be mailed to Honeywell). In the event that no Express B/L can be issued, a set of original B/L must be mailed immediately after vessel departure to the notify party (see shipping instructions).
 - (iii) Buyer will pay a restocking fee of €300.
 - (iv) Buyer will pay the laboratory fees required to conduct a full analysis of the cylinder’s contents:
 - a. If analytical results demonstrate that the product conforms to Honeywell’s specification, then no further fees are required;
 - b. If analytical results demonstrate that the product is out of specification, then Buyer will be charged for the full costs required to either (i) rework the material back into specification Or (ii) dispose of the material in accordance with applicable laws and regulations.
 - (v) Buyer must provide shipping details and a B/L copy (if no express B/L has been issued then originals must be submitted) immediately after vessel departure to the notified party

as specified in the B/L instructions. If Buyer fails to do so, Buyer will be liable for any demurrage charges at the port of destination resulting from such failure.

10. Return of full Containers

- a. For the avoidance of doubt, full Containers returned to Honeywell without the original Honeywell shrink wrap around the valve will be treated as partially empty Containers under clause 9 above.
- b. Buyer will pay the increased costs of return freight. The exact amount will vary by customer's location and will be provided to Buyer by their Honeywell Key Account Manager.
- c. Buyer will pay a restocking fee of €300.

11. Return Conditions

Buyer will prepare the proper transport documentation (CMR and or BOL) with correct ADR/IMDG identification data:

- a. For Road transport:
 - (i) Containers which are emptied with the intention to completely emptying them, and thus which have a minimal residue, will be considered as empty uncleaned. In accordance with ADR regulation 5.4.1.1.6.2.1 the information on the transport document shall show "EMPTY PACKAGING, 2".
 - (ii) Containers which are not completely emptied, and which are known to still contain a residue, shall not be shipped as empty uncleaned packaging. All information required in accordance with ADR regulation 5.4.1.1. shall be shown on the transport document: UN number, proper shipping name (technical name), class, tunnel code.
- b. For Ocean Transport:
 - (i) Containers which are emptied with the intention to completely emptying them, and thus which have a minimal residue, will be considered as empty uncleaned. In accordance with IMDG Code chapter 5.4.1.4.3.2., the information on the transport document shall show EMPTY, UNCLEARED or RESIDUE LAST CONTAINED before or after the dangerous goods description specified in chapter 5.4.1.4.1.1 to 5.4.1.4.1.5. UN number preceded by the letters UN , proper shipping name (technical name), hazard class, EmS-No.
 - (ii) Containers which are not completely emptied, and which are known to still contain a residue, shall not be shipped as empty uncleaned packaging. All information required in accordance with IMDG Code chapter 5.4.1.4.1.1 to 5.4.1.4.1.5 shall be shown on the transport document: UN number preceded by the letters UN , proper shipping name (technical name), hazard class, EmS-No.
- c. Buyer will also specify on the transport documentation:
 - (i) Quantity and type of containers
 - (ii) Container identification numbers
 - (iii) The following consignee should be indicated on the CMR:
Honeywell Fluorine Products Europe BV
Dutch Toller c/o Honeywell
Van konijnenburgweg 84
4612 PL Bergen op Zoom
The Netherlands