

United States
Securities and Exchange Commission
Washington, D.C. 20549
Form 10-Q

- ☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2022
OR
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission file number 1-8974

Honeywell

Honeywell International Inc.

(Exact name of registrant as specified in its charter)

Delaware	22-2640650
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
855 South Mint Street	
Charlotte, NC	28202
(Address of principal executive offices)	(Zip Code)

(704) 627-6200

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1 per share*	HON	The NASDAQ Stock Market LLC
1.300% Senior Notes due 2023	HON 23A	The NASDAQ Stock Market LLC
0.000% Senior Notes due 2024	HON 24A	The NASDAQ Stock Market LLC
2.250% Senior Notes due 2028	HON 28A	The NASDAQ Stock Market LLC
0.750% Senior Notes due 2032	HON 32	The NASDAQ Stock Market LLC

* The common stock is also listed on the London Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-Accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 680,732,930 shares of Common Stock outstanding at March 31, 2022.

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CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

We describe many of the trends and other factors that drive our business and future results in the section titled Management's Discussion and Analysis of Financial Condition and Results of Operations and in other parts of this report (including Part II, Item 1A Risk Factors). Such discussions contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act). Forward-looking statements are those that address activities, events or developments that management intends, expects, projects, believes or anticipates will or may occur in the future. They are based on management's assumptions and assessments in light of past experience and trends, current economic and industry conditions, expected future developments and other relevant factors. They are not guarantees of future performance, and actual results, developments and business decisions may differ significantly from those envisaged by our forward-looking statements. We do not undertake to update or revise any of our forward-looking statements. Our forward-looking statements are also subject to risks and uncertainties, including the impact of the coronavirus pandemic (COVID-19) and the Russia-Ukraine conflict, that can affect our performance in both the near- and long-term. These forward-looking statements should be considered in light of the information included in this report and our other filings with the Securities and Exchange Commission, including, without limitation, the Risk Factors, as well as the description of trends and other factors in Management's Discussion and Analysis of Financial Condition and Results of Operations, set forth in this report and our 2021 Annual Report on Form 10-K.

ABOUT HONEYWELL

Honeywell International Inc. (Honeywell or the Company) invents and commercializes technologies that address some of the world's most critical challenges around energy, safety, security, air travel, productivity, and global urbanization. We are a leading software-industrial company committed to introducing state of the art technology solutions to improve efficiency, productivity, sustainability, and safety in high growth businesses in broad-based, attractive industrial end markets. As a diversified technology and manufacturing company, we are uniquely positioned to blend physical products with software to serve customers worldwide with aerospace products and services, energy efficient products and solutions for businesses, specialty chemicals, electronic and advanced materials, process technology for refining and petrochemicals, and productivity, sensing, safety and security technologies for buildings and industries. Our products and solutions enable a safer, more comfortable, and more productive world, enhancing the quality of life of people around the globe. The Honeywell brand dates back to 1906, and the Company was incorporated in Delaware in 1985.

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports, are available free of charge on our website (honeywell.com) under the heading Investors (see SEC Filings) immediately after they are filed with, or furnished to, the SEC. Honeywell uses our Investor Relations website, investor.honeywell.com, as a means of disclosing information which may be of interest or material to our investors and for complying with disclosure obligations under Regulation FD. Accordingly, investors should monitor our Investor Relations website, in addition to following our press releases, SEC filings, public conference calls, webcasts, and social media. Information contained on or accessible through, including any reports available on, our website is not a part of, and is not incorporated by reference into, this Quarterly Report on Form 10-Q or any other report or document we file with the SEC. Any reference to our website in this Form 10-Q is intended to be an inactive textual reference only.

PART I. FINANCIAL INFORMATION

The financial statements and related notes as of March 31, 2022, should be read in conjunction with the financial statements for the year ended December 31, 2021, contained in the Company's 2021 Annual Report on Form 10-K.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

HONEYWELL INTERNATIONAL INC. CONSOLIDATED STATEMENT OF OPERATIONS (Unaudited)

	Three Months Ended March 31,	
	2022	2021
	(Dollars in millions, except per share amounts)	
Product sales	\$ 6,132	\$ 6,409
Service sales	2,244	2,045
Net sales	8,376	8,454
Costs, expenses and other		
Cost of products sold	4,373	4,551
Cost of services sold	1,301	1,158
	5,674	5,709
Selling, general and administrative expenses	1,431	1,236
Other (income) expense	(319)	(442)
Interest and other financial charges	85	90
	6,871	6,593
Income before taxes	1,505	1,861
Tax expense	371	413
Net income	1,134	1,448
Less: Net income attributable to the noncontrolling interest	—	21
Net income attributable to Honeywell	\$ 1,134	\$ 1,427
Earnings per share of common stock - basic	\$ 1.66	\$ 2.05
Earnings per share of common stock - assuming dilution	\$ 1.64	\$ 2.03

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended	
	March 31,	
	2022	2021
	(Dollars in millions)	
Net income	\$ 1,134	\$ 1,448
Other comprehensive income (loss), net of tax		
Foreign exchange translation adjustment	126	214
Prior service (credit) cost recognized	(17)	(22)
Pension and other postretirement benefit adjustments	(17)	(22)
Changes in fair value of available for sale investments	(6)	(3)
Cash flow hedges recognized in other comprehensive income (loss)	8	8
Less: Reclassification adjustment for gains (losses) included in net income	3	3
Changes in fair value of cash flow hedges	5	5
Other comprehensive income (loss), net of tax	108	194
Comprehensive income	1,242	1,642
Less: Comprehensive income attributable to the noncontrolling interest	—	22
Comprehensive income attributable to Honeywell	\$ 1,242	\$ 1,620

The Notes to Consolidated Financial Statements are an integral part of this statement.

**HONEYWELL INTERNATIONAL INC.
CONSOLIDATED BALANCE SHEET
(Unaudited)**

	March 31, 2022	December 31, 2021
	(Dollars in millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 9,281	\$ 10,959
Short-term investments	493	564
Accounts receivable, less allowances of \$326 and \$177, respectively	7,119	6,830
Inventories	5,472	5,138
Other current assets	1,916	1,881
Total current assets	24,281	25,372
Investments and long-term receivables	1,035	1,222
Property, plant and equipment - net	5,470	5,562
Goodwill	17,863	17,756
Other intangible assets - net	3,534	3,613
Insurance recoveries for asbestos related liabilities	314	322
Deferred income taxes	494	489
Other assets	10,361	10,134
Total assets	\$ 63,352	\$ 64,470
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 6,285	\$ 6,484
Commercial paper and other short-term borrowings	3,526	3,542
Current maturities of long-term debt	3,207	1,803
Accrued liabilities	7,009	7,679
Total current liabilities	20,027	19,508
Long-term debt	12,636	14,254
Deferred income taxes	2,387	2,364
Postretirement benefit obligations other than pensions	220	208
Asbestos-related liabilities	1,807	1,800
Other liabilities	7,217	7,087
Redeemable noncontrolling interest	7	7
SHAREOWNERS' EQUITY		
Capital - common stock issued	958	958
- additional paid-in capital	8,326	8,141
Common stock held in treasury, at cost	(31,420)	(30,462)
Accumulated other comprehensive loss	(2,787)	(2,895)
Retained earnings	43,288	42,827
Total Honeywell shareowners' equity	18,365	18,569
Noncontrolling interest	686	673
Total shareowners' equity	19,051	19,242
Total liabilities, redeemable noncontrolling interest and shareowners' equity	\$ 63,352	\$ 64,470

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

	Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Cash flows from operating activities:		
Net income	\$ 1,134	\$ 1,448
Less: Net income attributable to the noncontrolling interest	—	21
Net income attributable to Honeywell	1,134	1,427
Adjustments to reconcile net income attributable to Honeywell to net cash provided by operating activities:		
Depreciation	167	171
Amortization	163	170
Gain on sale of non-strategic businesses and assets	—	(90)
Repositioning and other charges	387	141
Net payments for repositioning and other charges	(108)	(195)
Pension and other postretirement income	(261)	(293)
Pension and other postretirement benefit payments	(14)	(14)
Stock compensation expense	60	77
Deferred income taxes	21	63
Other	(67)	(96)
Changes in assets and liabilities, net of the effects of acquisitions and divestitures:		
Accounts receivable	(285)	143
Inventories	(331)	(158)
Other current assets	(29)	(66)
Accounts payable	(199)	57
Accrued liabilities	(602)	(359)
Net cash provided by operating activities	36	978
Cash flows from investing activities:		
Expenditures for property, plant and equipment	(183)	(221)
Proceeds from disposals of property, plant and equipment	10	14
Increase in investments	(223)	(736)
Decrease in investments	304	612
Receipts from Garrett Motion Inc.	197	—
Receipts (payments) from settlements of derivative contracts	61	140
Cash paid for acquisitions, net of cash acquired	(176)	(1,303)
Proceeds from sales of businesses, net of fees paid	—	190
Net cash used for investing activities	(10)	(1,304)
Cash flows from financing activities:		
Proceeds from issuance of commercial paper and other short-term borrowings	1,228	1,268
Payments of commercial paper and other short-term borrowings	(1,228)	(1,266)
Proceeds from issuance of common stock	23	67
Proceeds from issuance of long-term debt	1	23
Payments of long-term debt	(40)	(817)
Repurchases of common stock	(1,018)	(822)
Cash dividends paid	(668)	(640)
Other	(17)	(30)
Net cash used for financing activities	(1,719)	(2,217)
Effect of foreign exchange rate changes on cash and cash equivalents	15	(14)
Net increase (decrease) in cash and cash equivalents	(1,678)	(2,557)
Cash and cash equivalents at beginning of period	10,959	14,275
Cash and cash equivalents at end of period	\$ 9,281	\$ 11,718

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF SHAREOWNERS' EQUITY
(Unaudited)

	Three Months Ended March 31,			
	2022		2021	
	Shares	\$	Shares	\$
	(In millions, except per share amounts)			
Common stock, par value	957.6	958	957.6	958
Additional paid-in capital				
Beginning balance		8,141		7,292
Issued for employee savings and option plans		116		136
Stock-based compensation expense		69		77
Ending balance		8,326		7,505
Treasury stock				
Beginning balance	(272.8)	(30,462)	(260.8)	(27,229)
Reacquired stock or repurchases of common stock	(5.5)	(1,018)	(4.0)	(822)
Issued for employee savings and option plans	1.4	60	1.8	76
Ending balance	(276.9)	(31,420)	(263.0)	(27,975)
Retained earnings				
Beginning balance		42,827		39,905
Net income attributable to Honeywell		1,134		1,427
Dividends on common stock		(673)		(650)
Ending balance		43,288		40,682
Accumulated other comprehensive income (loss)				
Beginning balance		(2,895)		(3,377)
Foreign exchange translation adjustment		126		213
Pension and other postretirement benefit adjustments		(17)		(22)
Changes in fair value of available for sale investments		(6)		(3)
Changes in fair value of cash flow hedges		5		5
Ending balance		(2,787)		(3,184)
Noncontrolling interest				
Beginning balance		673		241
Net income attributable to noncontrolling interest		—		21
Foreign exchange translation adjustment		—		1
Dividends paid		(1)		(1)
Contributions from noncontrolling interest holders		14		4
Ending balance		686		266
Total shareowners' equity	680.7	19,051	694.6	18,252
Cash dividends per share of common stock		\$ 0.980		\$ 0.930

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

NOTE 1. BASIS OF PRESENTATION

In the opinion of management, the accompanying unaudited Consolidated Financial Statements reflect all adjustments, consisting only of normal recurring adjustments, necessary to present fairly the financial position, results of operations, cash flows, and shareowners' equity of Honeywell International Inc. and its consolidated subsidiaries (Honeywell or the Company) for the periods presented. The interim results of operations and cash flows should not necessarily be taken as indicative of the entire year.

Honeywell reports its quarterly financial information using a calendar convention; the first, second, and third quarters are consistently reported as ending on March 31, June 30, and September 30, respectively. It has been Honeywell's practice to establish actual quarterly closing dates using a predetermined fiscal calendar, which requires Honeywell's businesses to close their books on a Saturday in order to minimize the potentially disruptive effects of quarterly closing on the Company's business processes. The effects of this practice are generally not significant to reported results for any quarter and only exist within a reporting year. In the event differences in actual closing dates are material to year-over-year comparisons of quarterly or year-to-date results, Honeywell will provide appropriate disclosures. Honeywell's actual closing dates for the three months ended March 31, 2022, and March 31, 2021, were April 2, 2022, and April 3, 2021, respectively.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Company are set forth in Note 1 to the Company's Consolidated Financial Statements contained in the Company's 2021 Annual Report on Form 10-K. The Company includes herein certain updates to those policies.

RECLASSIFICATIONS

Certain prior year amounts have been reclassified to conform to the current year presentation.

RECENT ACCOUNTING PRONOUNCEMENTS

The Company considers the applicability and impact of all Accounting Standards Updates (ASUs) issued by the Financial Accounting Standards Board (FASB). ASUs not listed below were assessed and determined to be either not applicable or are expected to have minimal impact on the Company's Consolidated Financial Statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides optional expedients and exceptions for applying generally accepted accounting principles to contracts, hedging relationships, and other transactions affected by the transition away from reference rates expected to be discontinued to alternative reference rates. In January 2021, the FASB issued ASU 2021-01, *Reference Rate Reform (Topic 848): Scope*, to expand the scope of this guidance to include derivatives. The guidance was effective upon issuance and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company will apply the guidance to impacted transactions during the transition period. The adoption of this standard does not have a material impact on the Company's Consolidated Financial Statements.

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASC 606, Revenue from Contracts with Customers. This ASU should be applied prospectively to acquisitions occurring on or after the effective date of December 15, 2022, and early adoption is permitted. The Company adopted this guidance on January 1, 2022. The adoption of this standard does not have a material impact on the Company's Consolidated Financial Statements.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

NOTE 3. ACQUISITIONS AND DIVESTITURES

ACQUISITIONS

On January 18, 2022, the Company acquired 100% of the issued and outstanding shares of US Digital Design, Inc., a leading provider of technologies for first responders, for total consideration of \$184 million. The business is included within the Honeywell Building Technologies segment. The assets and liabilities acquired with US Digital Designs, Inc. are included in the Consolidated Balance Sheet as of March 31, 2022, including \$47 million of intangible assets and \$133 million allocated to goodwill, which is deductible for tax purposes. The purchase accounting is subject to final adjustment, primarily for the valuation of intangible assets, amounts allocated to goodwill, and tax balances.

DIVESTITURES

During 2022, there were no significant divestitures that closed individually or in the aggregate.

As of March 31, 2022, the Company had no material adjustments for acquisitions or divestitures completed during 2021. See Note 2 Acquisitions and Divestitures of Notes to Consolidated Financial Statements in the Company's 2021 Annual Report on Form 10-K for discussion of acquisitions and divestitures during 2021.

NOTE 4. REVENUE RECOGNITION AND CONTRACTS WITH CUSTOMERS

Honeywell generates revenue from a comprehensive offering of products and services, including software and technologies, that are sold to a variety of customers in multiple end markets. See the following table and related discussions by operating segment for details.

	Three Months Ended March 31,	
	2022	2021
Aerospace		
Commercial Aviation Original Equipment	\$ 478	\$ 431
Commercial Aviation Aftermarket	1,168	910
Defense and Space	1,103	1,291
	2,749	2,632
Honeywell Building Technologies		
Products	879	784
Building Solutions	550	574
	1,429	1,358
Performance Materials and Technologies		
UOP	480	527
Process Solutions	1,152	1,096
Advanced Materials	821	723
	2,453	2,346
Safety and Productivity Solutions		
Safety and Retail	511	743
Productivity Solutions and Services	391	346
Warehouse and Workflow Solutions	599	831
Advanced Sensing Technologies	243	198
	1,744	2,118
Corporate and All Other	1	—
Net sales	\$ 8,376	\$ 8,454

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

Aerospace – A global supplier of products, software and services for aircrafts that it sells to OEM and other customers in a variety of end markets including: air transport, regional, business and general aviation aircraft, airlines, aircraft operators and defense and space contractors. Aerospace products and services include auxiliary power units, propulsion engines, environmental control systems, integrated avionics, wireless connectivity services, electric power systems, engine controls, flight safety, communications, navigation hardware, data and software applications, radar and surveillance systems, aircraft lighting, management and technical services, advanced systems and instruments, satellite and space components, aircraft wheels and brakes, repair, and overhaul services and thermal systems. Aerospace also provides spare parts, repair, overhaul and maintenance services (principally to aircraft operators) for the aftermarket. Honeywell Forge solutions are leveraged by the Company's customers as tools to turn data into predictive maintenance and predictive analytics to enable better fleet management and make flight operations more efficient.

Honeywell Building Technologies – A global provider of products, software, solutions, and technologies that enable building owners and occupants to ensure their facilities are safe, energy efficient, sustainable, and productive. Honeywell Building Technologies products and services include advanced software applications for building control and optimization; sensors, switches, control systems, and instruments for energy management; access control; video surveillance; fire products; and installation, maintenance and upgrades of systems. Honeywell Forge solutions enable the Company's customers to digitally manage buildings, connecting data from different assets to enable smart maintenance, improve building performance, and even protect from incoming security threats.

Performance Materials and Technologies – A global provider in developing and manufacturing high-quality performance chemicals and materials, process technologies, and automation solutions. The segment is comprised of Process Solutions, UOP, and Advanced Materials. Process Solutions provides automation control, instrumentation, advanced software, and related services for the oil and gas, refining, pulp and paper, industrial power generation, chemicals and petrochemicals, biofuels, life sciences, and metals, minerals, and mining industries. Through its smart energy products, Process Solutions enables utilities and distribution companies to deploy advanced capabilities to improve operations, reliability, and environmental sustainability. UOP provides process technology, products, including catalysts and adsorbents, equipment, and consulting services that enable customers to efficiently produce gasoline, diesel, jet fuel, petrochemicals and renewable fuels for the petroleum refining, gas processing, petrochemical, and other industries. Advanced Materials manufactures a wide variety of high-performance products, including materials used to manufacture end products such as bullet-resistant armor, nylon, computer chips, and pharmaceutical packaging, and provides reduced and low global-warming-potential materials based on hydrofluoro-olefin technology. In the industrial environment, Honeywell Forge solutions enable integration and connectivity to provide a holistic view of operations and turn data into clear actions to maximize productivity and efficiency. Honeywell Forge's cybersecurity capabilities help identify risks and act on cyber-related incidents, together enabling improved operations and protecting processes, people and assets.

Safety and Productivity Solutions – A global provider of products and software that improve productivity, workplace safety and asset performance to customers around the globe. Safety products include PPE, apparel, gear, and footwear; gas detection technology; and cloud-based notification and emergency messaging. Productivity Solutions products and services include mobile devices and software for computing, data collection, and thermal printing; supply chain and warehouse automation equipment, software and solutions; custom-engineered sensors, switches and controls for sensing and productivity solutions; and software-based data and asset management productivity solutions. Honeywell Forge solutions digitally automate processes to improve efficiency while reducing downtime and safety costs.

Corporate and All Other – Corporate and All Other includes revenue from Honeywell's majority-owned investment in Quantinuum. Through Quantinuum, Honeywell provides a wide range of service offerings of fully integrated quantum computing hardware and software solutions.

For a summary by disaggregated product and services sales for each segment, refer to Note 17 Segment Financial Data.

The Company recognizes revenue from performance obligations to customers that are satisfied at a point in time and over time. The disaggregation of the Company's revenue based off timing of recognition is as follows:

	Three Months Ended March 31,	
	2022	2021
Products, transferred point in time	59 %	58 %
Products, transferred over time	14	18
Net product sales	73	76
Services, transferred point in time	8	7
Services, transferred over time	19	17
Net service sales	27	24
Net sales	100 %	100 %

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

CONTRACT BALANCES

The Company records progress on satisfying performance obligations to customers, and the related billings and cash collections, on the Consolidated Balance Sheet in Accounts receivable - net and Other assets (unbilled receivables (contract assets) and billed receivables) and Accrued liabilities and Other liabilities (customer advances and deposits (contract liabilities)). Unbilled receivables (contract assets) arise when the timing of cash collected from customers differs from the timing of revenue recognition, such as when contract provisions require specific milestones to be met before a customer can be billed. Unbilled receivable balance increases when the revenue associated with the contract is recognized prior to billing and decreases when billed in accordance with the terms of the contract. Contract liabilities increase when customers remit contractual cash payments in advance of the Company satisfying performance obligations under contractual arrangements, including those with performance obligations to be satisfied over a period of time. Contract liabilities decrease when revenue is recorded, either when a milestone is met triggering the contractual right to bill or when the performance obligation is satisfied.

Contract balances are classified as assets or liabilities on a contract-by-contract basis at the end of each reporting period.

The following table summarizes the Company's contract assets and liabilities balances:

	2022	2021
Contract assets - January 1	\$ 2,060	\$ 1,618
Contract assets - March 31	2,170	1,789
Change in contract assets - increase (decrease)	\$ 110	\$ 171
Contract liabilities - January 1	\$ (4,290)	\$ (4,033)
Contract liabilities - March 31	(4,323)	(3,994)
Change in contract liabilities - decrease (increase)	\$ (33)	\$ 39
Net change	\$ 77	\$ 210

For the three months ended March 31, 2022 and 2021, the Company recognized revenue of \$927 and \$1,120 million that was previously included in the beginning balance of contract liabilities.

Contract assets include \$2,143 million and \$2,035 million of unbilled balances under long-term contracts as of March 31, 2022 and December 31, 2021, respectively. These amounts are billed in accordance with the terms of customer contracts to which they relate.

When contracts are modified to account for changes in contract specifications and requirements, the Company considers whether the modification either creates new or changes the existing enforceable rights and obligations. Contract modifications that are for goods or services that are not distinct from the existing contract, due to the significant integration with the original good or service provided, are accounted for as if they were part of that existing contract. The effect of a contract modification on the transaction price, and the Company's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis. When the modifications include additional performance obligations that are distinct and at relative stand-alone selling price, they are accounted for as a new contract and performance obligation, which are recognized prospectively.

PERFORMANCE OBLIGATIONS

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is defined as the unit of account. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. When the Company's contracts with customers require highly complex integration or manufacturing services that are not separately identifiable from other promises in the contracts and, therefore, not distinct, then the entire contract is accounted for as a single performance obligation. In situations when the Company's contract includes distinct goods or services that are substantially the same and have the same pattern of transfer to the customer over time, they are recognized as a series of distinct goods or services. For any contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation based on the estimated relative standalone selling price of each distinct good or service in the contract. For product sales, each product sold to a customer typically represents a distinct performance obligation. In such cases, the observable standalone sales are used to determine the standalone selling price.

Performance obligations are satisfied as of a point in time or over time. Performance obligations are supported by contracts with customers, providing a framework for the nature of the distinct goods, services or bundle of goods and services. The timing of satisfying the performance obligation is typically indicated by the terms of the contract.

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The following table outlines the Company's remaining performance obligations disaggregated by segment:

	March 31, 2022
Aerospace	\$ 10,211
Honeywell Building Technologies	7,177
Performance Materials and Technologies	7,245
Safety and Productivity Solutions	3,861
Corporate and All Other ⁽¹⁾	1
Total Performance Obligations	\$ 28,495

(1) The remaining performance obligations within Corporate and All Other relate to the Quantinuum business.

Performance obligations recognized as of March 31, 2022, will be satisfied over the course of future periods. The Company's disclosure of the timing for satisfying the performance obligation is based on the requirements of contracts with customers. However, from time to time, these contracts may be subject to modifications, impacting the timing of satisfying the performance obligations. Performance obligations expected to be satisfied within one year and greater than one year are 59% and 41%, respectively.

The timing of satisfaction of the Company's performance obligations does not significantly vary from the typical timing of payment. Typical payment terms of the Company's fixed-price over time contracts include progress payments based on specified events or milestones, or based on project progress. For some contracts the Company may be entitled to receive an advance payment.

The Company applied the practical expedient for certain revenue streams to exclude the value of remaining performance obligations for (i) contracts with an original expected term of one year or less or (ii) contracts for which the Company recognizes revenue in proportion to the amount the Company has the right to invoice for services performed.

NOTE 5. REPOSITIONING AND OTHER CHARGES

A summary of repositioning and other charges follows:

	Three Months Ended March 31,	
	2022	2021
Severance	\$ 7	\$ 28
Asset impairments	123	42
Exit costs	17	49
Reserve adjustments	(15)	1
Total net repositioning charge	132	120
Asbestos related litigation charges, net of insurance and reimbursements	46	21
Probable and reasonably estimable environmental liabilities, net of reimbursements	14	5
Other	195	(5)
Total net repositioning and other charges	\$ 387	\$ 141

The following table summarizes the pretax distribution of total net repositioning and other charges by classification:

	Three Months Ended March 31,	
	2022	2021
Cost of products and services sold	\$ 199	\$ 98
Selling, general and administrative expenses	188	43
	\$ 387	\$ 141

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The following table summarizes the pretax impact of total net repositioning and other charges by segment. These amounts are excluded from segment profit as described in Note 17 Segment Financial Data:

	Three Months Ended March 31,	
	2022	2021
Aerospace	\$ 21	\$ 48
Honeywell Building Technologies	14	5
Performance Materials and Technologies	159	5
Safety and Productivity Solutions	127	37
Corporate and All Other	66	46
	\$ 387	\$ 141

In the three months ended March 31, 2022, the Company recognized gross repositioning charges totaling \$147 million, primarily related to closing and relocating the production of certain respiratory manufacturing from a U.S.-based facility to a non-U.S. facility.

The repositioning charges include asset impairments of \$123 million primarily related to the write-down of certain manufacturing equipment, and exit costs of \$17 million primarily for current period costs incurred for previously approved repositioning projects, closure obligations associated with site transitions, and lease obligations for equipment. These charges also include severance costs of \$7 million related to workforce reductions of 1,196 manufacturing and administrative positions across all of the Company's segments.

Further, during the three months ended March 31, 2022, Selling, general and administrative expenses on the Consolidated Statement of Operations and within Other charges on the table above included \$183 million of reserves against outstanding accounts receivable, contract assets, and impairments of other assets due to the suspension of substantially all of the Company's sales, distribution and service activities in Russia and Belarus, sanctions, and deteriorating trade relations in Russia due to the Russia-Ukraine conflict. Based on available information to date, the Company's estimate of potential future impairments on the Company's businesses in Russia would not be material with respect to the Company's consolidated financial position.

In the three months ended March 31, 2021, the Company recognized gross repositioning charges totaling \$119 million including severance costs of \$28 million related to workforce reductions of 1,021 manufacturing and administrative positions mainly in the Company's Aerospace and Safety and Productivity Solutions segments. The workforce reductions were primarily related to site transitions, mainly in Aerospace, to more cost-effective locations and to the Company's productivity and ongoing functional transformation initiatives. The repositioning charge included asset impairments of \$42 million primarily related to the write-down of certain manufacturing and other equipment due to their planned disposition. The repositioning charge included exit costs of \$49 million primarily for closure obligations associated with site transitions, lease exit obligations for certain equipment in Corporate and current period exit costs incurred for previously approved repositioning projects.

The following table summarizes the status of the Company's total repositioning reserves:

	Severance Costs	Asset Impairments	Exit Costs	Total
Balance at December 31, 2021	\$ 289	\$ —	\$ 122	\$ 411
Charges	7	123	17	147
Usage - cash	(48)	—	(21)	(69)
Usage - noncash	—	(123)	—	(123)
Foreign currency translation	(1)	—	—	(1)
Adjustments	(14)	—	(1)	(15)
Balance at March 31, 2022	\$ 233	\$ —	\$ 117	\$ 350

Certain repositioning projects will recognize exit costs in future periods when the actual liability is incurred. Such exit costs incurred in the three months ended March 31, 2022 and 2021, were \$11 million and \$10 million, respectively.

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NOTE 6. INCOME TAXES

The effective tax rate was higher than the U.S. federal statutory rate of 21% and increased during 2022 compared to 2021 primarily due to the accrual of reserves against outstanding accounts receivable, contract assets, and impairments of other assets due to the suspension of substantially all of the Company's sales, distribution, and service activities in Russia and Belarus with no corresponding tax benefit, lower tax benefits for employee share-based compensation, and incremental tax reserves and state taxes, partially offset by the favorable resolution of certain foreign tax matters.

NOTE 7. INVENTORIES

	March 31, 2022	December 31, 2021
Raw materials	\$ 1,556	\$ 1,352
Work in process	958	861
Finished products	2,958	2,925
	\$ 5,472	\$ 5,138

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NOTE 8. LONG-TERM DEBT AND CREDIT AGREEMENTS

	March 31, 2022	December 31, 2021
0.483% notes due 2022	\$ 500	\$ 500
2.15% notes due 2022	600	600
Floating rate notes due 2022	600	600
1.30% Euro notes due 2023	1,381	1,416
3.35% notes due 2023	300	300
0.00% Euro notes due 2024	552	566
2.30% notes due 2024	750	750
1.35% notes due 2025	1,250	1,250
2.50% notes due 2026	1,500	1,500
1.10% notes due 2027	1,000	1,000
2.25% Euro notes due 2028	829	849
2.70% notes due 2029	750	750
1.95% notes due 2030	1,000	1,000
1.75% notes due 2031	1,500	1,500
0.75% Euro notes due 2032	552	566
5.70% notes due 2036	441	441
5.70% notes due 2037	462	462
5.375% notes due 2041	417	417
3.812% notes due 2047	445	445
2.80% notes due 2050	750	750
Industrial development bond obligations, floating rate maturing at various dates through 2037	22	22
6.625% debentures due 2028	201	201
9.065% debentures due 2033	51	51
Other (including capitalized leases), 7.8% weighted average interest rate maturing at various dates through 2026	197	332
Debt issuance costs	(207)	(211)
	15,843	16,057
Less-current portion	(3,207)	(1,803)
	\$ 12,636	\$ 14,254

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On August 16, 2021, the Company issued \$1.0 billion 1.10% Senior Notes due 2027 and \$1.5 billion 1.75% Senior Notes due 2031 (collectively, the Notes). The Company may redeem the Notes at any time, and from time to time, in whole or in part, at the Company's option at the applicable make-whole redemption price. The Notes are senior unsecured and unsubordinated obligations of the Company and rank equally with each other and with all of the Company's existing and future senior unsecured debt and senior to all of the Company's subordinated debt. The offering provided gross proceeds of \$2.5 billion, offset by \$18.0 million in discount and closing costs related to the offering. The Company used the proceeds of the offering to redeem at par \$2 billion of the \$2.5 billion in outstanding principal amount of the Company's callable 0.483% Senior Notes due 2022 and to redeem in full and at par \$500 million callable Floating rate Senior Notes due 2022 that the Company issued in August 2020.

On March 24, 2022, the Company entered into a \$4.0 billion Amended and Restated Five Year Credit Agreement (the 5-Year Credit Agreement) and a \$1.5 billion 364-Day Credit Agreement (the 364-Day Credit Agreement). The 5-Year Credit Agreement amended and restated the previously reported \$4.0 billion amended and restated five-year credit agreement dated as of March 31, 2021. Commitments under the 5-Year Credit Agreement can be increased pursuant to the terms of the 5-Year Credit Agreement to an aggregate amount not to exceed \$4.5 billion. The 364-Day Credit Agreement replaced the \$1.5 billion 364-day credit agreement dated as of March 31, 2021, which was terminated in accordance with its terms effective March 24, 2022. Amounts borrowed under the 364-Day Credit Agreement are required to be repaid no later than March 23, 2023, unless (i) Honeywell elects to convert all then outstanding amounts into a term loan, upon which such amounts shall be repaid in full on March 23, 2024, or (ii) the 364-Day Credit Agreement is terminated earlier pursuant to its terms. The 5-Year Credit Agreement and the 364-Day Credit Agreement are maintained for general corporate purposes.

As of March 31, 2022, there were no outstanding borrowings under the 5-Year Credit Agreement or the 364-Day Credit Agreement.

NOTE 9. LEASES

The Company's operating and finance lease portfolio is described in Note 10 Leases of Notes to Consolidated Financial Statements in the 2021 Annual Report on Form 10-K.

Supplemental cash flow information related to leases was as follows:

	Three Months Ended March 31,	
	2022	2021
Net right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 47	\$ 33
Finance leases	17	3

Supplemental balance sheet information related to leases was as follows:

	March 31, 2022	December 31, 2021
Operating leases		
Other assets	\$ 962	\$ 947
Accrued liabilities	206	185
Other liabilities	843	847
Total operating lease liabilities	\$ 1,049	\$ 1,032
Financing leases		
Property, plant and equipment	\$ 344	\$ 325
Accumulated depreciation	(172)	(177)
Property, plant and equipment - net	\$ 172	\$ 148
Current maturities of long-term debt	66	57
Long-term debt	113	99
Total financing lease liabilities	\$ 179	\$ 156

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NOTE 10. DERIVATIVE INSTRUMENTS AND HEDGING TRANSACTIONS

Honeywell's credit, market, foreign currency, and interest rate risk management policies are described in Note 11 Derivative Instruments and Hedging Transactions of Notes to Consolidated Financial Statements in the Company's 2021 Annual Report on Form 10-K. During March 2022, the Company entered into certain commodity contracts. The Company's risk management policy related to commodity contracts is described in the below section. All derivative assets are presented in Other current assets or Other assets. All derivative liabilities are presented in Accrued liabilities or Other liabilities.

COMMODITY CONTRACTS RISK MANAGEMENT

The Company's operations subject us to risk related to the price volatility of certain commodities. To mitigate the commodity price risk associated with the Company's operations, the Company may enter into commodity derivative instruments. In March 2022, the Company entered into various contracts to mitigate commodity price volatility. The Company elected to apply hedge accounting to these contracts.

The following table summarizes the notional amounts and fair values of the Company's outstanding derivatives by risk category and instrument type within the Consolidated Balance Sheet as of March 31, 2022, and December 31, 2021:

	Notional		Fair Value Asset		Fair Value (Liability)	
	March 31, 2022	December 31, 2021	March 31, 2022	December 31, 2021	March 31, 2022	December 31, 2021
Derivatives in Fair Value Hedging Relationships:						
Interest rate swap agreements	\$ 3,150	\$ 3,150	\$ 3	\$ 60	\$ (80)	\$ —
Derivatives in Cash Flow Hedging Relationships:						
Foreign currency exchange contracts	3,876	647	13	4	—	—
Commodity contracts	12	—	—	—	(2)	—
Derivatives in Net Investment Hedging Relationships:						
Foreign currency exchange contracts	284	746	93	92	—	—
Cross currency swap agreements	1,200	1,200	70	39	—	—
Total Derivatives Designated as Hedging Instruments	8,522	5,743	179	195	(82)	—
Derivatives Not Designated as Hedging Instruments:						
Foreign currency exchange contracts	8,944	11,278	286	278	(286)	(282)
Total Derivatives at Fair Value	\$ 17,466	\$ 17,021	\$ 465	\$ 473	\$ (368)	\$ (282)

In addition to the derivative instruments listed above, certain of the Company's foreign currency denominated debt instruments are designated as net investment hedges. The carrying value of those debt instruments designated as net investment hedges, which includes the adjustment for the foreign currency transaction gain or loss on those instruments, was \$2,593 million and \$4,074 million as of March 31, 2022, and December 31, 2021, respectively.

The following table sets forth the amounts recorded on the Consolidated Balance Sheet related to cumulative basis adjustments for fair value hedges:

Line in the Consolidated Balance Sheet of Hedged Item	Carrying Amount of the Hedged Item		Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Item	
	March 31, 2022	December 31, 2021	March 31, 2022	December 31, 2021
Long-term debt	\$ 3,073	\$ 3,210	\$ (77)	\$ 60

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The following tables summarize the location and impact to the Consolidated Statement of Operations related to derivative instruments:

Three Months Ended March 31, 2022						
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges
	\$ 8,376	\$ 4,373	\$ 1,301	\$ 1,431	\$ (319)	\$ 85
Gain or (loss) on cash flow hedges:						
Foreign currency exchange contracts:						
Amount reclassified from accumulated other comprehensive income into income	1	1	—	1	—	—
Gain or (loss) on fair value hedges:						
Interest rate swap agreements:						
Hedged items	—	—	—	—	—	137
Derivatives designated as hedges	—	—	—	—	—	(137)
Gain or (loss) on net investment hedges:						
Foreign Currency Exchange Contracts:						
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	—	—	—	—	4
Gain or (loss) on derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	—	—	—	—	66	—

Three Months Ended March 31, 2021						
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges
	\$ 8,454	\$ 4,551	\$ 1,158	\$ 1,236	\$ (442)	\$ 90
Gain or (loss) on cash flow hedges:						
Foreign currency exchange contracts:						
Amount reclassified from accumulated other comprehensive income into income	1	1	—	2	—	—
Gain or (loss) on fair value hedges:						
Interest rate swap agreements:						
Hedged items	—	—	—	—	—	94
Derivatives designated as hedges	—	—	—	—	—	(94)
Gain or (loss) on net investment hedges:						
Foreign Currency Exchange Contracts:						
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	—	—	—	—	4
Gain or (loss) on derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	—	—	—	—	60	—

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The following table summarizes the amounts of gain or (loss) on net investment hedges recognized in Accumulated other comprehensive income (loss):

Derivatives Net Investment Hedging Relationships	Three Months Ended March 31,	
	2022	2021
Euro-denominated long-term debt	\$ 83	\$ 150
Euro-denominated commercial paper	17	30
Cross currency swap	17	44
Foreign currency exchange contracts	—	(2)

NOTE 11. FAIR VALUE MEASUREMENTS

The accounting guidance for fair value measurements and disclosures establishes a three-level fair value hierarchy:

- Level 1 - Inputs are based on quoted prices in active markets for identical assets and liabilities.
- Level 2 - Inputs are based on observable inputs other than quoted prices in active markets for identical or similar assets and liabilities.
- Level 3 - One or more inputs are unobservable and significant.

Financial and nonfinancial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The following table sets forth the Company's financial assets and liabilities accounted for at fair value on a recurring basis:

	March 31, 2022			December 31, 2021		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Assets:						
Foreign currency exchange contracts	\$ —	\$ 392	\$ 392	\$ —	\$ 374	\$ 374
Available for sale investments	91	580	671	176	566	742
Interest rate swap agreements	—	3	3	—	60	60
Cross currency swap agreements	—	70	70	—	39	39
Investments in equity securities	21	30	51	34	23	57
Total assets	\$ 112	\$ 1,075	\$ 1,187	\$ 210	\$ 1,062	\$ 1,272
Liabilities:						
Foreign currency exchange contracts	\$ —	\$ 286	\$ 286	\$ —	\$ 282	\$ 282
Interest rate swap agreements	—	80	80	—	—	—
Commodity contracts	—	2	2	—	—	—
Total liabilities	\$ —	\$ 368	\$ 368	\$ —	\$ 282	\$ 282

The foreign currency exchange contracts, interest rate swap agreements, cross currency swap agreements and commodity contracts are valued using broker quotations or market transactions in either the listed or over-the-counter markets. As such, these derivative instruments are classified within level 2. The Company also holds investments in commercial paper, certificates of deposits, time deposits, and corporate debt securities that are designated as available for sale, as well as investments in equity securities, which includes holdings of Garrett Motion Inc. (Garrett) Series A Preferred Stock. These investments are valued using published prices based off observable market data. As such, these investments are classified within level 2.

The Company holds certain available for sale investments in U.S. government securities, and investments in equity securities, which includes holdings of Garrett common stock. These investments are valued utilizing published prices based on quoted market pricing, which are classified within level 1.

The carrying value of cash and cash equivalents, trade accounts and notes receivables, payables, commercial paper, and short-term borrowings approximates fair value.

As of March 31, 2022, the Company does not consider any assets or liabilities measured at fair value as level 3.

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The following table sets forth the Company's financial assets and liabilities that were not carried at fair value:

	March 31, 2022		December 31, 2021	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets				
Short-term investment	\$ —	\$ —	\$ 34	\$ 34
Long-term receivables	152	141	170	152
Long-term investment	209	209	366	366
Liabilities				
Long-term debt and related current maturities	\$ 15,843	\$ 19,303	\$ 16,057	\$ 17,022

The Company determined the fair value of the long-term receivables by utilizing transactions in the listed markets for identical or similar assets. As such, the fair values of these receivables are considered level 2.

On April 30, 2021, the Company received shares of Garrett Series B Preferred Stock in full and final satisfaction of the Garrett Indemnity and Tax Matters Agreement. The fair value of the short-term and long-term investments are based on the present value of the mandatory redemptions as reflected within Garrett's Second and Amended and Restated Series B Preferred Stock (Series B Preferred Stock) Certificate of Designation. The present value reflects amortized cost determined by the present value of the mandatory redemptions discounted at 7.25%, which is the rate reflected in the Second Amended and Restated Series B Preferred Stock Certificate of Designation. The discount rate accretes to interest income over the mandatory redemption period. The investment is designated as held to maturity and was initially recognized at fair value. The fair value of Garrett's Series B Preferred Stock was determined using observable market data and is considered level 2. Fair Value of the Series B Preferred Stock is not impacted by early redemptions until receipt of payment.

On February 18, 2022, Garrett early redeemed \$197 million of the Series B Preferred Stock, pursuant to the terms and conditions of the Second Amended and Restated Series B Preferred Stock Certificate of Designation. Immediately following the early redemption, the fair value of the Series B Preferred Stock was \$207 million.

The Company determined the fair value of the long-term debt and related current maturities utilizing transactions in the listed markets for identical or similar liabilities. As such, the fair value of the long-term debt and related current maturities is considered level 2.

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NOTE 12. EARNINGS PER SHARE

	Three Months Ended March 31,	
	2022	2021
Basic		
Net income attributable to Honeywell	\$ 1,134	\$ 1,427
Weighted average shares outstanding	684.7	696.2
Earnings per share of common stock - basic	\$ 1.66	\$ 2.05
	Three Months Ended March 31,	
	2022	2021
Assuming Dilution		
Net income attributable to Honeywell	\$ 1,134	\$ 1,427
Average Shares		
Weighted average shares outstanding	684.7	696.2
Dilutive securities issuable - stock plans	6.6	8.3
Total weighted average diluted shares outstanding	691.3	704.5
Earnings per share of common stock - assuming dilution	\$ 1.64	\$ 2.03

The diluted earnings per share calculations exclude the effect of stock options when the options' exercise price exceed the average market price of the common shares during the period. For the three months ended March 31, 2022 and 2021, the weighted average number of stock options excluded from the computations were 3 million and 1 million, respectively.

As of March 31, 2022 and 2021, the total shares outstanding were 680.7 million and 694.6 million, respectively, and as of March 31, 2022 and 2021, total shares issued were 957.6 million.

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NOTE 13. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) BY COMPONENT

	Foreign Exchange Translation Adjustment	Pension and Other Postretirement Benefits Adjustments	Changes in Fair Value of Available for Sale Investments	Changes in Fair Value of Cash Flow Hedges	Total
Balance at December 31, 2021	\$ (2,478)	\$ (415)	\$ 1	\$ (3)	\$ (2,895)
Other comprehensive income (loss) before reclassifications	129	—	(6)	8	131
Amounts reclassified from accumulated other comprehensive income	(3)	(17)	—	(3)	(23)
Net current period other comprehensive income (loss)	126	(17)	(6)	5	108
Balance at March 31, 2022	\$ (2,352)	\$ (432)	\$ (5)	\$ 2	\$ (2,787)

	Foreign Exchange Translation Adjustment	Pension and Other Postretirement Benefits Adjustments	Changes in Fair Value of Available for Sale Investments	Changes in Fair Value of Cash Flow Hedges	Total
Balance at December 31, 2020	\$ (2,780)	\$ (601)	\$ 4	\$ —	\$ (3,377)
Other comprehensive income (loss) before reclassifications	216	—	(3)	8	221
Amounts reclassified from accumulated other comprehensive income	(3)	(22)	—	(3)	(28)
Net current period other comprehensive income (loss)	213	(22)	(3)	5	193
Balance at March 31, 2021	\$ (2,567)	\$ (623)	\$ 1	\$ 5	\$ (3,184)

NOTE 14. COMMITMENTS AND CONTINGENCIES

ENVIRONMENTAL MATTERS

Honeywell's environmental matters are described in Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements in the Company's 2021 Annual Report on Form 10-K.

The following table summarizes information concerning the Company's recorded liabilities for environmental costs:

Balance at December 31, 2021	\$ 618
Accruals for environmental matters deemed probable and reasonably estimable	49
Environmental liability payments	(32)
Balance at March 31, 2022	\$ 635

Environmental liabilities are included in the following balance sheet accounts:

	March 31, 2022	December 31, 2021
Accrued liabilities	\$ 203	\$ 225
Other liabilities	432	393
	\$ 635	\$ 618

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The Company does not currently possess sufficient information to reasonably estimate the amounts of environmental liabilities to be recorded upon future completion of studies, litigation or settlements, and neither the timing nor the amount of the ultimate costs associated with environmental matters can be determined although they could be material to the Company's consolidated results of operations and operating cash flows in the periods recognized or paid. However, considering the Company's past experience and existing reserves, the Company does not expect that environmental matters will have a material adverse effect on its consolidated financial position.

In conjunction with the Resideo Technologies, Inc. (Resideo) spin-off, the Company entered into an indemnification and reimbursement agreement with a Resideo subsidiary, pursuant to which Resideo's subsidiary has an ongoing obligation to make cash payments to Honeywell in amounts equal to 90% of Honeywell's annual net spending for environmental matters at certain sites as defined in the agreement. The amount payable to Honeywell in any given year is subject to a cap of \$140 million, and the obligation will continue until the earlier of December 31, 2043, or December 31, of the third consecutive year during which the annual payment obligation is less than \$25 million.

Reimbursements associated with this agreement are collected from Resideo quarterly and were \$35 million in the three months ended March 31, 2022, respectively, and offset operating cash outflows incurred by the Company. As the Company incurs costs for environmental matters deemed probable and reasonably estimable related to the sites covered by the indemnification and reimbursement agreement, a corresponding receivable from Resideo for 90% of such costs is also recorded. This receivable amount recorded in the three months ended March 31, 2022, was \$35 million. As of March 31, 2022, Other current assets and Other assets included \$140 million and \$457 million, respectively, for the short-term and long-term portion of the receivable amount due from Resideo under the indemnification and reimbursement agreement.

ASBESTOS MATTERS

Honeywell is named in asbestos-related personal injury claims related to North American Refractories Company (NARCO), which was sold in 1986, and the Bendix Friction Materials (Bendix) business, which was sold in 2014.

The following tables summarize information concerning NARCO and Bendix asbestos-related balances:

ASBESTOS-RELATED LIABILITIES

	Bendix	NARCO	Total
December 31, 2021	\$ 1,372	\$ 689	\$ 2,061
Accrual for update to estimated liability	12	6	18
Change in estimated cost of future claims	8	—	8
Asbestos-related liability payments	(41)	(11)	(52)
March 31, 2022	\$ 1,351	\$ 684	\$ 2,035

INSURANCE RECOVERIES FOR ASBESTOS-RELATED LIABILITIES

	Bendix	NARCO	Total
December 31, 2021	\$ 142	\$ 221	\$ 363
Insurance receipts for asbestos-related liabilities	(1)	(7)	(8)
March 31, 2022	\$ 141	\$ 214	\$ 355

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

NARCO and Bendix asbestos-related balances are included in the following balance sheet accounts:

	March 31, 2022	December 31, 2021
Other current assets	\$ 41	\$ 41
Insurance recoveries for asbestos-related liabilities	314	322
	\$ 355	\$ 363
Accrued liabilities	\$ 228	\$ 261
Asbestos-related liabilities	1,807	1,800
	\$ 2,035	\$ 2,061

NARCO Products – NARCO manufactured high-grade, heat-resistant, refractory products for various industries. Honeywell's predecessor, Allied Corporation, owned NARCO from 1979 to 1986. Allied Corporation sold the NARCO business in 1986 and entered into a cross-indemnity agreement which included an obligation to indemnify the purchaser for asbestos claims, arising primarily from alleged occupational exposure to asbestos-containing refractory brick and mortar for high-temperature applications. NARCO ceased manufacturing these products in 1980 and filed for bankruptcy in January 2002, at which point in time all then current and future NARCO asbestos claims were stayed against both NARCO and Honeywell pending the reorganization of NARCO. The Company established its initial liability for NARCO asbestos claims in 2002.

NARCO emerged from bankruptcy in April 2013, at which time a federally authorized 524(g) trust was established to evaluate and resolve all existing NARCO asbestos claims (the Trust). Both Honeywell and NARCO are protected by a permanent channeling injunction barring all present and future individual actions in state or federal courts and requiring all asbestos-related claims based on exposure to NARCO asbestos-containing products to be made against the Trust. The NARCO Trust Agreement (TA) and the NARCO Trust Distribution Procedures (TDP) set forth the structure and operating rules of the Trust, and established Honeywell's evergreen funding obligations.

In accordance with the TA, the Trust is eligible to receive cash dividends from Harbison-Walker International Inc. (HWI), the reorganized and renamed entity that emerged from the NARCO bankruptcy. HWI cash dividends are required to be used to pay asbestos-related claims which qualify for payment under the TDP (Annual Contribution Claims) until those funds are exhausted, at which point the Company's funding obligation, subject to an annual cap of \$145 million, is triggered. The Trust received dividend payments from HWI in 2021. The Company is also required to fund amounts owed pursuant to settlement agreements reached during the pendency of the NARCO bankruptcy proceedings that provide for the right to submit claims to the Trust subject to qualification under the terms of the settlement agreements and TDP (Pre-Established Unliquidated Claims), as well as fund the annual operating costs of the Trust. There is no annual funding cap relative to Pre-Established Unliquidated Claims.

The operating rules per the TDP define criteria claimants must meet for a claim to be considered valid and paid, which include adequate medical evidence of the claimant's asbestos-related condition and credible evidence of exposure to a specific NARCO asbestos-containing product. The TDP allows Honeywell to audit claim support documents against these criteria. Once operational in 2014, the Trust began to receive, process and pay claims. The Company identified several issues with the way the Trust was adhering to the TDP in audits subsequent to the Trust becoming operational. The Company consistently raised with the Trust concern that the Trust adopted an improper practice of paying claimants who have not demonstrated the requisite exposure. The Trust refused to alter its practices for payment of claims, and in September 2021, Honeywell filed suit against the Trust in the United States Bankruptcy Court for the Western District of Pennsylvania (Bankruptcy Court) alleging that the Trust has breached its duties in managing the Trust, including breaches of certain provisions of the TA and TDP. Honeywell's lawsuit seeks appropriate relief preventing the Trust from continuing these practices. The Trust also filed suit against Honeywell, alleging Honeywell has breached its obligations under the Trust's governing documents. Honeywell moved to dismiss the Trust's suit, and on December 15, 2021, the Bankruptcy Court granted Honeywell's motion to dismiss subject to granting the Trust leave to file an amended complaint. On December 28, 2021, the Trust filed an answer with counterclaims in response to Honeywell's complaint and in lieu of filing an amended complaint. At this time, the Company cannot predict the outcome of these matters, or the potential impact on the asbestos-related liabilities.

Due to the bankruptcy filing in 2002, claimants were not permitted to file additional claims until the Trust became operative in 2014. As a consequence, there was a large backlog of claims filed with the Trust upon it becoming operative in 2014 through December 31, 2017, the date by which these claims had to be filed or else be barred by the expiration of the statute of limitations. Therefore, the claims filing rate did not start to normalize until 2018 and thereafter. As a result, between 2002 and 2018, the Company lacked a history of sufficiently reliable claims data to derive a reasonable estimate of its NARCO asbestos-related liability, and the Company continued to update its original estimate, as appropriate, using all available information.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

Beginning in 2020, with three years of sufficiently reliable claims data, the Company updated its estimate of the NARCO asbestos-related liability. The estimate for the resolution of asserted Annual Contribution Claims and Pre-Established Unliquidated Claims uses average payment values for the relevant historical period. The estimate for unasserted claims is based on historic and anticipated claims filing experience and payment rates, disease classifications and type of claim, and average payment values by the Trust for the relevant historical period. The Company utilizes an asbestos liability valuation specialist to support the preparation of the NARCO asbestos-related liability estimates during the fourth quarter each year. The Company's estimates, which involve significant management judgment, and consider multiple scenarios, include all years of epidemiological disease projection through 2059.

The NARCO asbestos-related liability reflects an estimate for the resolution of Annual Contribution Claims and Pre-Established Unliquidated Claims filed with the Trust, as well as for unasserted Annual Contribution Claims and Pre-Established Unliquidated Claims. The NARCO asbestos-related liability excludes the annual operating expenses of the Trust which are expensed as they are incurred.

The Company's NARCO-related insurance receivable reflects coverage which reimburses Honeywell for portions of NARCO-related claims and defense costs. This coverage is provided by a large number of insurance policies written by dozens of insurance companies in both the domestic insurance market and the London excess market. Honeywell's NARCO-related insurance receivable is an estimate of the probable amount of insurance that is recoverable for asbestos claims. The Company's judgments related to the Company's insurance carriers and insurance coverages are reasonable and consistent with Honeywell's historical dealings and Honeywell's knowledge of any pertinent solvency issues surrounding insurers.

Bendix Products – Bendix manufactured automotive brake linings that contained chrysotile asbestos in an encapsulated form. Claimants consist largely of individuals who allege exposure to asbestos from brakes from either performing or being in the vicinity of individuals who performed brake replacements. The following tables present information regarding Bendix-related asbestos claims activity:

Claims Activity	Three Months Ended March 31,	Years Ended December 31,	
	2022	2021	2020
Claims unresolved at the beginning of period	6,401	6,242	6,480
Claims filed	525	2,611	2,233
Claims resolved	(430)	(2,452)	(2,471)
Claims unresolved at the end of period	6,496	6,401	6,242

Disease Distribution of Unresolved Claims	March 31,	December 31,	
	2022	2021	2020
Mesothelioma and other cancer claims	3,837	3,760	3,422
Nonmalignant claims	2,659	2,641	2,820
Total claims	6,496	6,401	6,242

Honeywell has experienced average resolution values per claim excluding legal costs as follows:

	Years Ended December 31,				
	2021	2020	2019	2018	2017
	(in whole dollars)				
Malignant claims	\$ 56,000	\$ 61,500	\$ 50,200	\$ 55,300	\$ 56,000
Nonmalignant claims	\$ 400	\$ 550	\$ 3,900	\$ 4,700	\$ 2,800

It is not possible to predict whether resolution values for Bendix-related asbestos claims will increase, decrease or stabilize in the future.

The Consolidated Financial Statements reflect an estimated liability for resolution of asserted (claims filed as of the financial statement date) and unasserted Bendix-related asbestos claims, which exclude the Company's ongoing legal fees to defend such asbestos claims which will continue to be expensed as they are incurred.

The Company reflects the inclusion of all years of epidemiological disease projection through 2059 when estimating the liability for unasserted Bendix-related asbestos claims. Such liability for unasserted Bendix-related asbestos claims is based on historic and anticipated claims filing experience and dismissal rates, disease classifications, and resolution values in the tort system for the previous five years. The Company valued Bendix asserted and unasserted claims using average resolution values for the previous five years. The Company updates the resolution values used to estimate the cost of Bendix asserted and unasserted claims during the fourth quarter each year.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

The Company's insurance receivable corresponding to the liability for settlement of asserted and unasserted Bendix asbestos claims reflects coverage which is provided by a large number of insurance policies written by dozens of insurance companies in both the domestic insurance market and the London excess market. Based on the Company's ongoing analysis of the probable insurance recovery, insurance receivables are recorded in the financial statements simultaneous with the recording of the estimated liability for the underlying asbestos claims. This determination is based on the Company's analysis of the underlying insurance policies, historical experience with insurers, ongoing review of the solvency of insurers, judicial determinations relevant to insurance programs, and consideration of the impacts of any settlements reached with the Company's insurers.

On October 31, 2018, David Kanefsky (Plaintiff), a Honeywell shareholder, filed a putative class action complaint in the U.S. District Court for the District of New Jersey (the Court) alleging violations of the Securities Exchange Act of 1934 and Rule 10b-5 related to the prior accounting for Bendix asbestos claims. An Amended Complaint was filed on December 30, 2019, and on February 7, 2020, the Company filed a Motion to Dismiss. On May 18, 2020, the Court denied the Motion to Dismiss. On December 7, 2021, the parties filed a Stipulation of Settlement (Settlement Agreement) and Plaintiff filed a motion for preliminary approval of the Settlement Agreement, which includes payment by Honeywell of \$10 million to settle the claims in dispute. On January 18, 2022, the Court approved the motion for preliminary approval of the Settlement Agreement. The hearing for final court approval of the Settlement Agreement is May 3, 2022. Honeywell continues to believe the claims lack merit and denies wrongdoing as well as any liability for the claims made against Honeywell in the action.

OTHER MATTERS

The Company is subject to a number of other lawsuits, investigations and disputes (some of which involve substantial amounts claimed) arising out of the conduct of the Company's business, including matters relating to commercial transactions, government contracts, product liability, prior acquisitions and divestitures, employee benefit plans, intellectual property, and environmental, health and safety matters (including the matter described below). The Company recognizes liabilities for any contingency that is probable of occurrence and reasonably estimable. The Company continually assesses the likelihood of adverse judgments or outcomes in such matters, as well as potential ranges of possible losses (taking into consideration any insurance recoveries), based on a careful analysis of each matter with the assistance of outside legal counsel and, if applicable, other experts.

Such matters include:

- **Petrobras and Unaoil** – The Company continues to cooperate with investigations by the U.S. Department of Justice (DOJ), the Securities and Exchange Commission (SEC), and the Brazilian authorities relating to the Company's use of third parties who previously worked for the Company's UOP business in Brazil in relation to Petróleo Brasileiro S.A. (Petrobras) in connection with a project awarded in 2010. The investigations focus on compliance with the U.S. Foreign Corrupt Practices Act and similar Brazilian laws (the UOP Matters), and involve, among other things, document production and interviews with former and current management and employees. The DOJ and the SEC are also examining a matter involving a foreign subsidiary's prior contract with Unaoil S.A.M. in Algeria executed in 2011. The Company continues to be engaged in discussions with the authorities with respect to a potential comprehensive resolution of these matters.

As the discussions are both ongoing and at different stages with regards to each respective authority, there can be no assurance as to whether the Company will reach a resolution with such authorities or as to the potential timing, terms, or collateral consequences of any such resolution. As a result, the Company cannot predict the ultimate outcome of these UOP Matters or the potential impact on the Company. Based on available information to date, the Company estimates that a potential comprehensive resolution of these UOP Matters would result in a probable loss of at least \$160 million. During 2021, the Company recorded a charge in this amount in the Company's Consolidated Statement of Operations, and accrued a corresponding liability on the Consolidated Balance Sheet. Amounts payable to authorities pursuant to any potential final comprehensive resolution could differ from the amount recorded in the Company's consolidated financial statements. Based on available information to date, the Company does not expect that any such difference would be material with respect to the Company's consolidated financial position.

Given the uncertainty inherent in litigation and investigations, the Company does not believe it is possible to develop estimates of reasonably possible losses (or a range of possible losses) in excess of current accruals for such matters. Considering the Company's past experience and existing accruals, the Company does not expect the outcome of such matters, either individually or in the aggregate, to have a material adverse effect on the Company's consolidated financial position. Because most contingencies are resolved over long periods of time, potential liabilities are subject to change due to new developments, changes in settlement strategy or the impact of evidentiary requirements, which could cause the Company to pay damage awards or settlements (or become subject to equitable remedies) that could have a material adverse effect on the Company's consolidated results of operations or operating cash flows in the periods recognized or paid.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

NOTE 15. PENSION BENEFITS

Net periodic pension benefit costs for the Company's significant defined benefit plans include the following components:

	U.S. Plans	
	Three Months Ended March 31,	
	2022	2021
Net Periodic Benefit Cost		
Service cost	\$ 21	\$ 26
Interest cost	95	77
Expected return on plan assets	(320)	(305)
Amortization of prior service (credit)	(10)	(11)
	\$ (214)	\$ (213)

	Non-U.S. Plans	
	Three Months Ended March 31,	
	2022	2021
Net Periodic Benefit Cost		
Service cost	\$ 5	\$ 7
Interest cost	28	19
Expected return on plan assets	(75)	(87)
	\$ (42)	\$ (61)

NOTE 16. OTHER (INCOME) EXPENSE

	Three Months Ended March 31,	
	2022	2021
Interest income	\$ (20)	\$ (19)
Pension ongoing income – non-service	(285)	(310)
Other postretirement income – non-service	(10)	(17)
Equity income of affiliated companies	(14)	(14)
(Gain) loss on sale of non-strategic businesses and assets	—	(90)
Foreign exchange	(2)	5
Other (net)	12	3
	\$ (319)	\$ (442)

NOTE 17. SEGMENT FINANCIAL DATA

Honeywell globally manages its business operations through four reportable operating segments. Segment information is consistent with how management reviews the businesses, makes investing and resource allocation decisions and assesses operating performance.

Honeywell's senior management evaluates segment performance based on segment profit. Each segment's profit is measured as segment income (loss) before taxes excluding general corporate unallocated expense, interest and other financial charges, stock compensation expense, pension and other postretirement income (expense), repositioning and other charges, and other items within Other (income) expense.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in tables in millions, except per share amounts)

	Three Months Ended March 31,	
	2022	2021
Net sales		
Aerospace		
Products	\$ 1,461	\$ 1,515
Services	1,288	1,117
Total	2,749	2,632
Honeywell Building Technologies		
Products	1,082	1,009
Services	347	349
Total	1,429	1,358
Performance Materials and Technologies		
Products	1,956	1,869
Services	497	477
Total	2,453	2,346
Safety and Productivity Solutions		
Products	1,633	2,016
Services	111	102
Total	1,744	2,118
Corporate and All Other		
Services	1	—
Total	1	—
	\$ 8,376	\$ 8,454
Segment profit		
Aerospace	\$ 753	\$ 762
Honeywell Building Technologies	336	305
Performance Materials and Technologies	510	434
Safety and Productivity Solutions	253	303
Corporate and All Other	(86)	(29)
Total segment profit	1,766	1,775
Interest and other financial charges	(85)	(90)
Stock compensation expense ^(a)	(60)	(77)
Pension ongoing income ^(b)	251	276
Other postretirement income ^(b)	10	17
Repositioning and other charges ^(c)	(387)	(141)
Other ^(d)	10	101
Income before taxes	\$ 1,505	\$ 1,861

(a) Amounts included in Selling, general and administrative expenses.

(b) Amounts included in Cost of products and services sold and Selling, general and administrative expenses (service cost component) and Other (income) expense (non-service cost component).

(c) Amounts included in Cost of products and services sold, Selling, general and administrative expenses, and Other (income) expense.

(d) Amounts include the other components of Other (income) expense not included within other categories in this reconciliation. Equity income of affiliated companies is included in segment profit.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(Dollars in tables and graphs in millions)

The following Management Discussion and Analysis is intended to help the reader understand the results of operations and financial condition of Honeywell International Inc. and its consolidated subsidiaries (Honeywell or the Company) for the three months ended March 31, 2022. The financial information as of March 31, 2022, should be read in conjunction with the Consolidated Financial Statements for the year ended December 31, 2021, contained in our 2021 Annual Report on Form 10-K. See Note 3 Acquisitions and Divestitures of Notes to Consolidated Financial Statements for a discussion of acquisition and divestiture activity during the three months ended March 31, 2022.

BUSINESS UPDATE

We continue to monitor several macroeconomic and geopolitical trends, that have impacted our business, including changing conditions from the COVID-19 pandemic, the on-going Russia-Ukraine conflict, inflationary cost pressures, supply chain disruptions, and labor shortages.

COVID-19 UPDATE

The COVID-19 pandemic continues to impact our business operations, and our customers' and suppliers' ability to operate at normal levels. Disruptions in normal operating levels continue to create supply chain disruptions and inflationary cost pressures within our end-markets. We anticipate supply chain constraints, and the inflationary environment will continue during 2022. As such, we implemented short-term and long-term strategies to reduce the impact of current and future effects.

During the first quarter of 2022, governments around the world removed many restrictions on businesses and the general public. We continue to operate our manufacturing sites at normal production levels. As of March 31, 2022, we have returned over 90% of our non-manufacturing employees to the workplace. For our remaining non-manufacturing employees, we continue to utilize our procedures for a phased return of our employees to the workplace.

We continue to actively monitor regional COVID-19 outbreaks, and the related government restrictions and lockdown activities in the areas we operate. To date, the impacts of these actions have not been material.

See the section titled Review of Business Segments for additional information on the impacts of COVID-19, inflationary cost pressures, supply chain disruptions, and labor shortages, to our businesses.

RUSSIA-UKRAINE CONFLICT

In response to the Russian invasion of Ukraine, on March 9, 2022, we suspended substantially all of our sales, distribution, and service activities in Russia and Belarus (the Suspension), any future actions are unknown as we continue to evaluate the situation. During March 2022, we created a Ukraine Relief Fund, allowing employees to make donations to support organizations that are providing direct assistance to Ukrainians and those that are assisting them in the midst of this humanitarian crisis. Through March 31, 2022, employee contributions to this fund, along with the Company match, exceeded \$1 million. To further support employees in the impacted region, we accelerated payroll payments to those affected by the conflict and the Suspension of our operations.

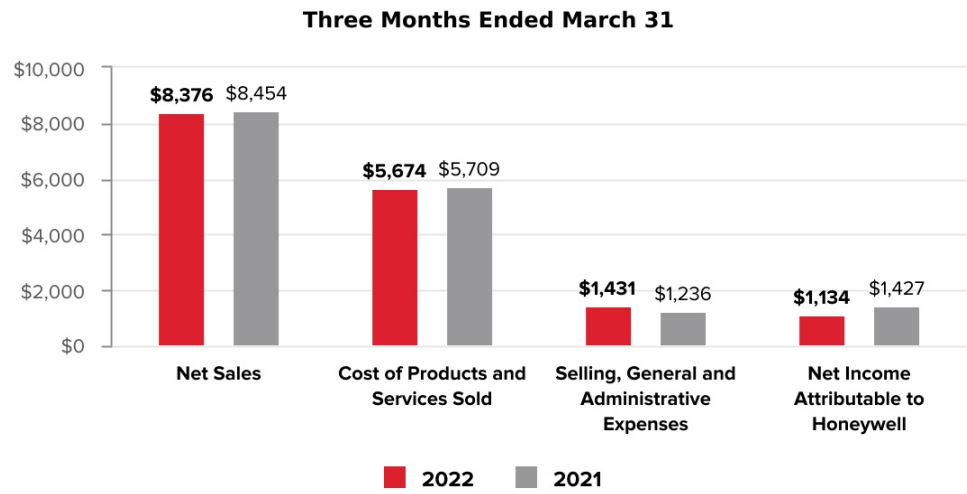
Due to the Suspension, sanctions, and deteriorating trade relations, during March 2022, we recorded \$183 million of reserves against outstanding accounts receivable, contract assets, and impairments of other assets. The respective impacts to revenues, net income, net assets, cash flow from operations, or our global workforce are not material. For the year ended December 31, 2021, revenues from sales in Russia represented approximately 1% of our global revenues, while assets in Russia represented less than 1% of our total assets. Based on available information to date, the Company's estimate of potential future impairments on our businesses in Russia would not be material with respect to the Company's consolidated financial position. As the conflict continues to evolve, existing conditions may worsen, or other impacts that are unknown at this time, may arise that could have a material adverse effect on our consolidated financial position.

The Russia-Ukraine conflict caused certain commodity prices to spike, adding to the inflationary pressures in the global economy. We considered the impacts of the conflict on oil and gas prices in our short-term and long-term strategies discussed in the above.

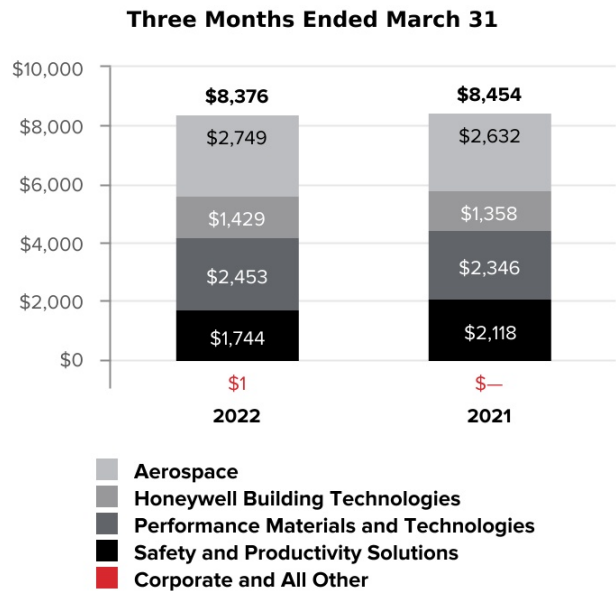
See Item 1A. Risk Factors for additional information on potential risks to our business.

RESULTS OF OPERATIONS

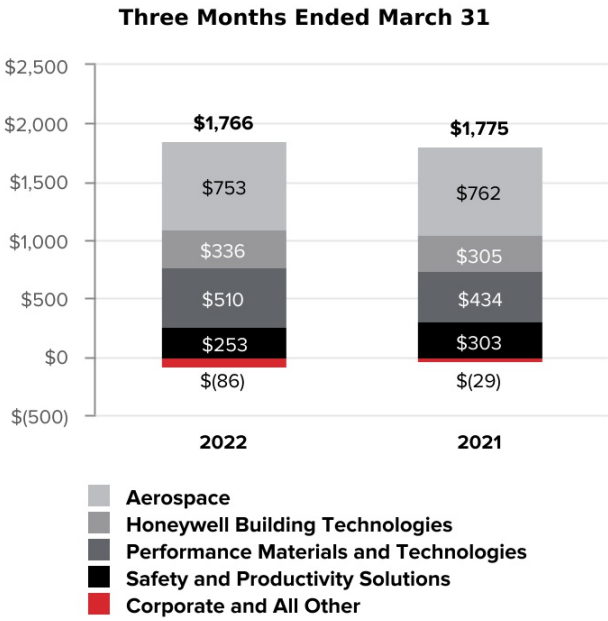
Consolidated Financial Results



Net Sales by Segment

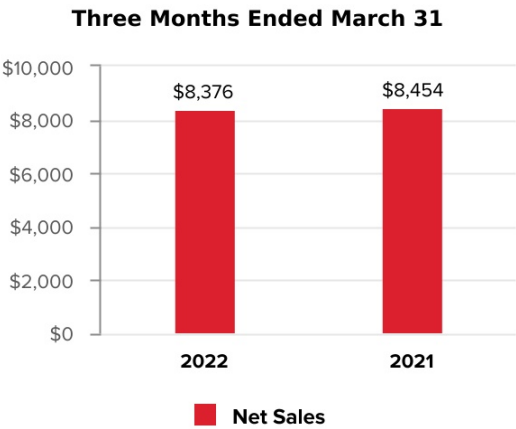


Segment Profit by Segment



CONSOLIDATED OPERATING RESULTS

Net Sales



The change in net sales was attributable to the following:

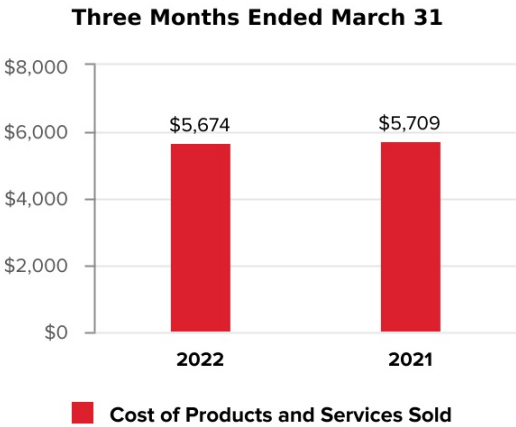
Q1 2022 Versus Q1 2021	
Volume	(6)%
Price	7 %
Foreign Currency Translation	(2)%
	(1)%

Q1 2022 compared with Q1 2021

Net sales decreased due to the following:

- Lower sales volumes in our Safety and Productivity Solutions segment, and
- The unfavorable impact of foreign currency translation, driven by the strengthening of the U.S. Dollar against the currencies of the majority of our international markets, primarily the Euro, Turkish Lira, Australian Dollar, and British Pound,
- Partially offset by favorable pricing to offset higher direct and indirect material costs and higher labor costs.

Cost of Products and Services Sold

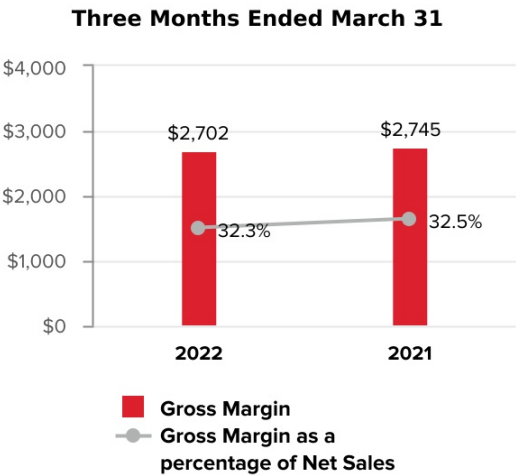


Q1 2022 compared with Q1 2021

Cost of products and services sold decreased due to the following:

- Lower sales volumes in our Safety and Productivity Solutions business which resulted in lower direct and indirect material costs, and lower labor costs,
- Partially offset by higher direct and indirect material costs and higher labor costs in our other businesses, and higher repositioning and other charges.

Gross Margin

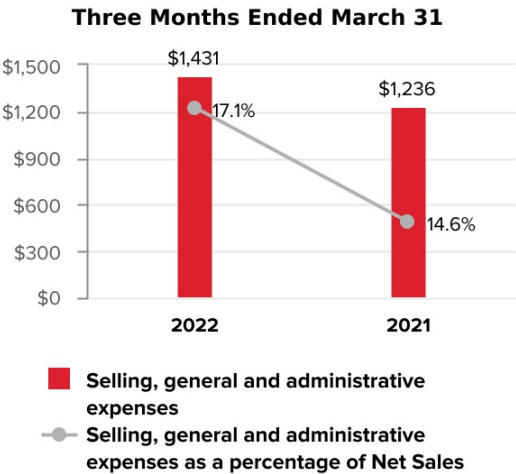


Q1 2022 compared with Q1 2021

Gross margin as a percentage of net sales decreased due to the following:

- Higher repositioning and other charges,
- Partially offset by favorable pricing.

Selling, General and Administrative Expenses



Q1 2022 compared with Q1 2021

Selling, general and administrative expenses increased due to the following:

- Accrual of reserves against outstanding accounts receivable, contract assets, and impairments of other assets due to the suspension of substantially all of our sales, distribution, and service activities in Russia and Belarus.

Other (Income) Expense

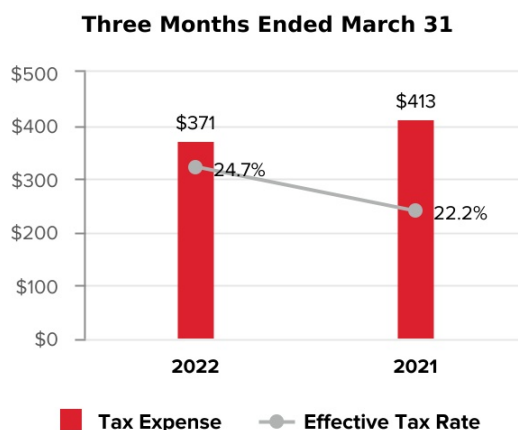
	Three Months Ended March 31,	
	2022	2021
Other (Income) Expense	\$ (319)	\$ (442)

Q1 2022 compared with Q1 2021

Other income decreased due to the following:

- Prior year gain on sale of the retail footwear business, and
- Lower pension income.

Tax Expense



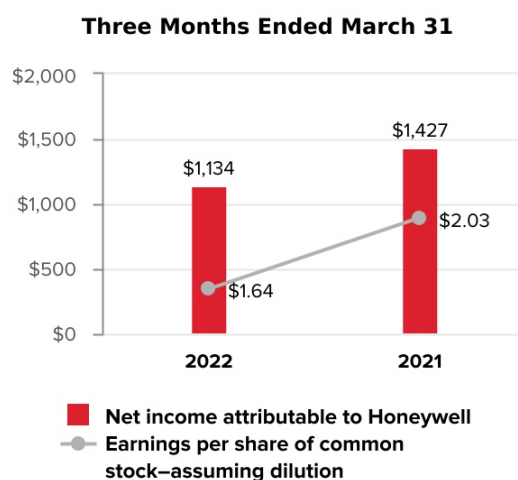
Q1 2022 compared with Q1 2021

The effective tax rate increased, and was higher than the U.S. federal statutory rate of 21%, due to the following:

- Accrual of reserves against outstanding accounts receivable, contract assets, and impairments of other assets due to the suspension of substantially all of our sales, distribution, and service activities in Russia and Belarus with no corresponding tax benefit,
- Lower tax benefits for employee share-based compensation, and
- Incremental tax reserves and state taxes,
- Partially offset by the favorable resolution of certain foreign tax matters.

For further discussion of changes in the effective tax rate, see Note 6 Income Taxes of Notes to Consolidated Financial Statements.

Net Income Attributable to Honeywell



Q1 2022 compared to Q1 2021

Earnings per share of common stock—assuming dilution decreased, driven by the following:

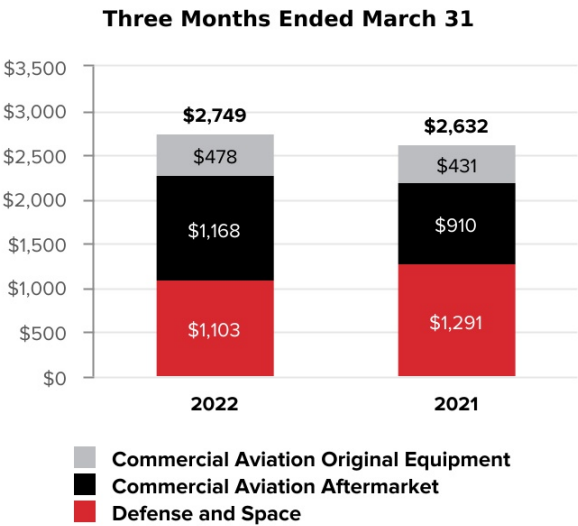
- Higher repositioning and other charges, including the accrual of reserves against outstanding accounts receivable, contract assets, and impairments of other assets due to the suspension of substantially all of our sales, distribution, and service activities in Russia and Belarus, and
- Prior year gain on sale of the retail footwear business,
- Partially offset by lower income taxes.

REVIEW OF BUSINESS SEGMENTS

We globally manage our business operations through four segments: Aerospace, Honeywell Building Technologies, Performance Materials and Technologies, and Safety and Productivity Solutions.

AEROSPACE

Net Sales



	Three Months Ended March 31,		
	2022	2021	% Change
Net sales	\$ 2,749	\$ 2,632	4 %
Cost of products and services sold	1,759	1,656	
Selling, general and administrative and other expenses	237	214	
Segment profit	\$ 753	\$ 762	(1)%

Factors Contributing to Year-Over-Year Change	2022 vs. 2021	
	Three Months Ended March 31,	
	Net Sales	Segment Profit
Organic ⁽¹⁾	5 %	(1)%
Foreign currency translation	(1)%	— %
Acquisitions, divestitures and other, net	— %	— %
Total % Change	4 %	(1)%

⁽¹⁾ Organic sales % change, presented for all of our reportable business segments, is defined as the change in net sales, excluding the impact on sales from foreign currency translation and acquisitions, net of divestitures, for the first 12 months following the transaction date. We believe this non-GAAP measure is useful to investors and management in understanding the ongoing operations and analysis of ongoing operating trends.

Q1 2022 compared to Q1 2021

Sales increased primarily due to favorable pricing and higher demand from our aftermarket products and services, as flight hours increase from pandemic lows, and commercial OEMs, partially offset by supply chain constraints.

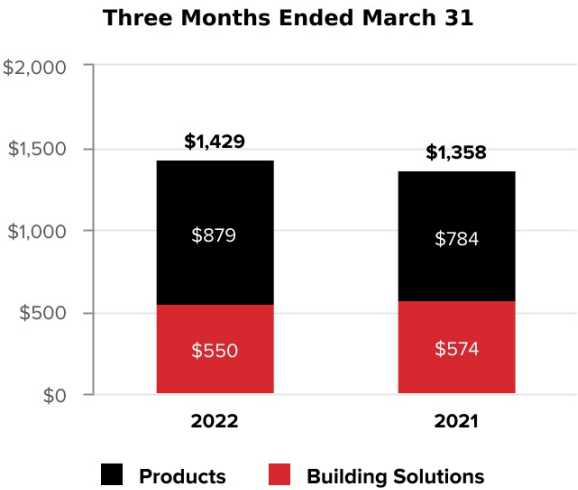
- Commercial Aviation Original Equipment sales increased 11% (increased 11% organic) due to higher demand from air transport, partially offset by lower sales volumes in regional and business aviation.
- Commercial Aviation Aftermarket sales increased 28% (increased 28% organic) due to favorable pricing and higher demand in air transport and regional and business aviation.
- Defense and Space sales decreased 15% (decreased 14% organic) due to lower sales volumes in domestic and international defense.

Cost of products and services sold increased due to higher sales volumes of lower margin products, and higher direct and indirect material costs and higher labor costs.

Segment profit decreased due to higher sales volumes of lower margin products, partially offset by favorable pricing.

HONEYWELL BUILDING TECHNOLOGIES

Net Sales



	Three Months Ended March 31,		
	2022	2021	% Change
Net sales	\$ 1,429	\$ 1,358	5 %
Cost of products and services sold	839	789	
Selling, general and administrative and other expenses	254	264	
Segment profit	\$ 336	\$ 305	10 %

Factors Contributing to Year-Over-Year Change	2022 vs. 2021	
	Three Months Ended March 31,	
	Net Sales	Segment Profit
Organic	8 %	14 %
Foreign currency translation	(3)%	(4)%
Acquisitions, divestitures and other, net	— %	— %
Total % Change	5 %	10 %

Q1 2022 compared to Q1 2021

Sales increased due to favorable pricing, partially offset by the unfavorable impact of foreign currency translation.

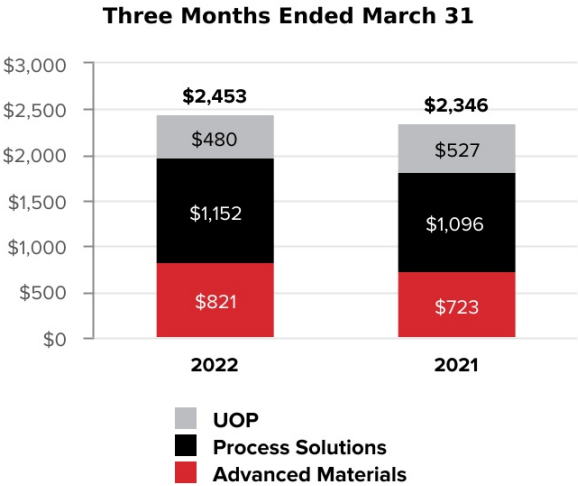
- Sales in Products increased 12% (increased 14% organic) due to favorable pricing and higher demand for certain product offerings, partially offset by the unfavorable impact of foreign currency translation.
- Sales in Building Solutions decreased 4% (decreased 1% organic) due to lower sales volumes and the unfavorable impact of foreign currency translation, partially offset by favorable pricing.

Cost of products and services sold increased primarily due to higher direct and indirect material costs and higher labor costs, and lower productivity, partially offset by the favorable impact of foreign currency translation and higher volumes of higher margin products.

Segment profit increased due to favorable pricing and higher demand for certain product offerings, partially offset by higher direct and indirect material costs and higher labor costs, and the unfavorable impact of foreign currency translation.

PERFORMANCE MATERIALS AND TECHNOLOGIES

Net Sales



	Three Months Ended March 31,		
	2022	2021	% Change
Net sales	\$ 2,453	\$ 2,346	5 %
Cost of products and services sold	1,601	1,591	
Selling, general and administrative and other expenses	342	321	
Segment profit	\$ 510	\$ 434	18 %

Factors Contributing to Year-Over-Year Change	2022 vs. 2021	
	Three Months Ended March 31,	
	Net Sales	Segment Profit
Organic	6 %	19 %
Foreign currency translation	(2)%	(1)%
Acquisitions, divestitures and other, net	1 %	— %
Total % Change	5 %	18 %

Q1 2022 compared to Q1 2021

Sales increased due to favorable pricing and the acquisition of Sparta Systems, partially offset by lower sales volumes and the unfavorable impact of foreign currency translation.

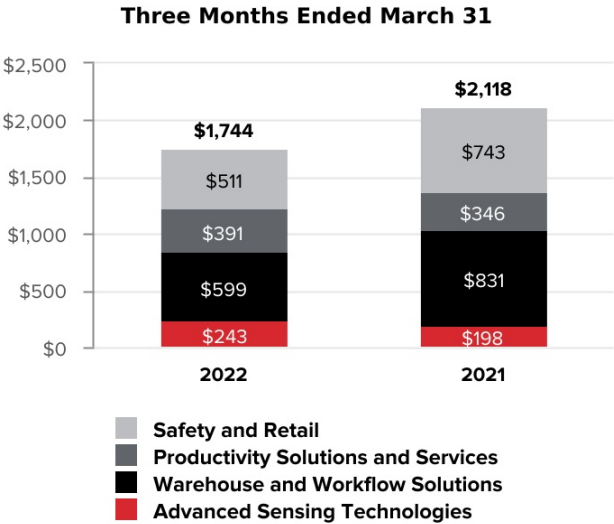
- UOP sales decreased 9% (decreased 9% organic) due to lower demand for new oil and gas projects.
- Process Solutions sales increased 5% (increased 7% organic) due to favorable pricing, higher demand for certain products and services, and the acquisition of Sparta Systems, partially offset by the unfavorable impact of foreign currency translation and the impact of the Russia-Ukraine conflict.
- Advanced Materials sales increased 14% (increased 16% organic) due to favorable pricing, partially offset by lower demand for fluorine products and the unfavorable impact of foreign currency translation.

Cost of products and services sold increased due to higher direct and indirect material costs and higher labor costs, partially offset by lower sales volumes and the favorable impact of foreign currency translation.

Segment profit increased due to favorable pricing and higher sales of higher margin products, partially offset by higher direct and indirect material costs and higher labor costs.

SAFETY AND PRODUCTIVITY SOLUTIONS

Net Sales



	Three Months Ended March 31,		
	2022	2021	% Change
Net sales	\$ 1,744	\$ 2,118	(18)%
Cost of products and services sold	1,218	1,550	
Selling, general and administrative and other expenses	273	265	
Segment profit	\$ 253	\$ 303	(17)%

	2022 vs. 2021 Three Months Ended March 31,	
	Net Sales	Segment Profit
Factors Contributing to Year-Over-Year Change		
Organic	(15)%	(14)%
Foreign currency translation	(1)%	(1)%
Acquisitions, divestitures and other, net	(2)%	(2)%
Total % Change	(18)%	(17)%

Q1 2022 compared to Q1 2021

Sales decreased due to lower sales volumes, the sale of the retail footwear business, and the unfavorable impact of foreign currency translation, partially offset by favorable pricing.

- Sales in Safety and Retail decreased 31% (decreased 26% organic) due to lower demand of personal protective equipment and the sale of the retail footwear business, partially offset by favorable pricing.
- Sales in Productivity Solutions and Services increased 13% (increased 16% organic) due to favorable pricing and higher demand, partially offset by the unfavorable impact of foreign currency translation.
- Sales in Warehouse and Workflow Solutions decreased 28% (decreased 28% organic) due to lower sales volumes as a result of supply chain constraints and timing of projects.
- Sales in Advanced Sensing Technologies increased 23% (increased 24% organic) due to higher demand and favorable pricing, partially offset by the unfavorable impact of foreign currency translation.

Cost of products and services sold decreased due to lower sales volumes, the divestiture of the retail footwear business, and the favorable impact of foreign currency translation, partially offset by higher direct and indirect material costs and higher labor costs, and lower productivity.

Segment profit decreased primarily due to lower productivity and lower sales volume, partially offset by favorable pricing.

CORPORATE AND ALL OTHER

Corporate and All Other primarily includes unallocated corporate costs, interest expense on holding-company debt, and the controlling majority-owned interest in Quantinuum. Corporate and All Other is not considered a separate reportable business segment as segment reporting criteria is not met for the activities reported with Corporate and All Other. The Company continues to monitor the activities in Corporate and All Other to determine the need for further reportable business segment disaggregation.

REPOSITIONING CHARGES

See Note 5 Repositioning and Other Charges of Notes to Consolidated Financial Statements for a discussion of our repositioning actions and related charges incurred in the three months ended March 31, 2022 and 2021. Cash spending related to our repositioning actions was \$69 million in the three months ended March 31, 2022, and was funded through operating cash flows.

LIQUIDITY AND CAPITAL RESOURCES

(Dollars in tables in millions)

We continue to manage our businesses to maximize operating cash flows as the primary source of liquidity. Each of our businesses is focused on increasing operating cash flows through revenue growth, margin expansion, and improved working capital turnover. Additional sources of liquidity include committed credit lines, short-term debt from the commercial paper market, long-term borrowings, access to the public debt and equity markets, U.S. cash balances, and the ability to access non-U.S. cash balances.

CASH

We monitor the third-party depository institutions that hold our cash and cash equivalents on a daily basis. Our emphasis is primarily safety of principal and secondarily maximizing yield of those funds. We diversify our cash and cash equivalents among counterparties to minimize exposure to any one of these entities. As of March 31, 2022, and December 31, 2021, we held \$9.8 billion and \$11.5 billion, respectively, of cash and cash equivalents, including our short-term investments.

BORROWINGS

Consolidated total borrowings were \$19.4 billion and \$19.6 billion as of March 31, 2022, and December 31, 2021.

	March 31, 2022	December 31, 2021
Commercial paper and other short-term borrowings	\$ 3,526	\$ 3,542
Variable rate notes	622	622
Fixed rate notes	15,231	15,314
Other	197	332
Debt issuance costs	(207)	(211)
Total borrowings	\$ 19,369	\$ 19,599

A source of liquidity is our ability to access the commercial paper market. Commercial paper notes are sold at a discount or premium and have a maturity of not more than 365 days from date of issuance. Borrowings under the commercial paper program are available for general corporate purposes as well as for financing acquisitions.

We also have the following revolving credit agreements:

- A \$1.5 billion 364-Day Credit Agreement (the 364-Day Credit Agreement) with a syndicate of banks, dated March 24, 2022. Amounts borrowed under the 364-Day Credit Agreement are required to be repaid no later than March 23, 2023, unless (i) we elect to convert all then outstanding amounts into a term loan, upon which such amounts shall be repaid in full on March 23, 2024, or (ii) the 364-Day Credit Agreement is terminated earlier pursuant to its terms. The 364-Day Credit Agreement replaced the previously reported \$1.5 billion 364-day credit agreement dated as of March 31, 2021, which was terminated in accordance with its terms effective March 24, 2022. As of March 31, 2022, there were no outstanding borrowings under our 364-Day Credit Agreement.
- A \$4.0 billion Five Year Credit Agreement (the 5-Year Credit Agreement) with a syndicate of banks, dated March 24, 2022. Commitments under the 5-Year Credit Agreement can be increased pursuant to the terms of the 5-Year Credit Agreement to an aggregate amount not to exceed \$4.5 billion. The 5-Year Credit Agreement amended and restated the previously reported \$4.0 billion amended and restated five year credit agreement dated as of March 31, 2021. As of March 31, 2022, there were no outstanding borrowings under our 5-Year Credit Agreement.

We also have a current shelf registration statement filed with the SEC under which we may issue additional debt securities, common stock, and preferred stock that may be offered in one or more offerings on terms to be determined at the time of the offering. We anticipate that net proceeds of any offering would be used for general corporate purposes, including repayment of existing indebtedness, share repurchases, capital expenditures and acquisitions.

CREDIT RATINGS

Our ability to access the global debt capital markets and the related cost of these borrowings is affected by the strength of our credit rating and market conditions. Our credit ratings are periodically reviewed by the major independent debt-rating agencies. As of March 31, 2022, S&P Global Inc. (S&P), Fitch Ratings Inc. (Fitch), and Moody's Investor Service (Moody's) have ratings on our debt set forth in the table below:

	S&P	Fitch	Moody's
Outlook	Stable	Stable	Stable
Short-term	A-1	F1	P1
Long-term	A	A	A2

CASH FLOW SUMMARY

Our cash flows from operating, investing, and financing activities, as reflected in the Consolidated Statement of Cash Flows, are summarized as follows:

	Three Months Ended March 31,		
	2022	2021	Variance
Cash and cash equivalents at beginning of period	\$ 10,959	\$ 14,275	\$ (3,316)
Operating activities			
Net income attributable to Honeywell	1,134	1,427	(293)
Noncash adjustments	537	239	298
Changes in working capital	(815)	42	(857)
Other operating activities	(820)	(730)	(90)
Net cash provided by operating activities	36	978	(942)
Net cash provided by (used for) investing activities	(10)	(1,304)	1,294
Net cash used for financing activities	(1,719)	(2,217)	498
Effect of exchange rate changes on cash	15	(14)	29
Net increase (decrease) in cash and cash equivalents	(1,678)	(2,557)	879
Cash and cash equivalents at end of period	\$ 9,281	\$ 11,718	\$ (2,437)

Cash provided by operating activities decreased due to an unfavorable impact to working capital and a decrease in net income, partially offset by an increase in noncash adjustments, primarily driven by an increase in repositioning and other charges.

Cash used for investing activities decreased by \$1,294 million primarily due to a \$1,127 million decrease in cash paid for acquisitions, \$205 million net increase in investments, and \$197 million cash receipts from Garrett Motion Inc. (Garrett), partially offset by \$190 million in proceeds from the 2021 sale of the retail footwear business.

Cash used for financing activities decreased by \$498 million primarily due to \$777 million decrease of proceeds from the issuance of long-term debt, partially offset by \$196 million increase in repurchases of common stock and \$44 million decrease in proceeds from the issuance of common stock.

CASH REQUIREMENTS AND ASSESSMENT OF CURRENT LIQUIDITY

In addition to our normal operating cash requirements, our principal future cash requirements will be to fund capital expenditures, share repurchases, dividends, strategic acquisitions and debt repayments. On February 12, 2021, the Board of Directors authorized the repurchase of up to a total of \$10 billion of Honeywell common stock, which included amounts remaining under, and replaced, the previously approved share repurchase program. During the three months ended March 31, 2022, the Company repurchased common stock of \$1,018 million. Refer to the section titled Liquidity and Capital Resources of our 2021 Form 10-K for a discussion of our expected capital expenditures, share repurchases, and dividends for 2022.

We continue to identify opportunities to improve our liquidity and working capital efficiency, which includes the extension of payment terms with our suppliers and sales of our trade receivables to unaffiliated financial institutions without recourse. The impact of these programs is not material to our overall liquidity.

We continue to assess the relative strength of each business in our portfolio as to strategic fit, market position, profit, and cash flow contribution in order to identify target investment and acquisition opportunities in order to upgrade our combined portfolio. We identify acquisition candidates that will further our strategic plan and strengthen our existing core businesses. We also identify businesses that do not fit into our long-term strategic plan based on their market position, relative profitability, or growth potential. These businesses are considered for potential divestiture, restructuring, or other repositioning actions, subject to regulatory constraints.

Based on past performance and current expectations, we believe that our operating cash flows will be sufficient to meet our future operating cash needs. Our available cash, committed credit lines and access to the public debt and equity markets provide additional sources of short-term and long-term liquidity to fund current operations, debt maturities, and future investment opportunities.

See Note 8 Long-term Debt and Credit Agreements of Notes to Consolidated Financial Statements for additional discussion of items impacting our liquidity.

OTHER MATTERS

LITIGATION

We are subject to a number of lawsuits, investigations, and claims (some of which involve substantial amounts) arising out of the conduct of our business. See Note 14 Commitments and Contingencies of Notes to Consolidated Financial Statements for further discussion of environmental, asbestos and other litigation matters.

CRITICAL ACCOUNTING ESTIMATES

There have been no material changes to our Critical Accounting Estimates presented in our 2021 Annual Report on Form 10-K. For a discussion of the Company's Critical Accounting Estimates, see the section titled Critical Accounting Estimates in our 2021 Annual Report on Form 10-K.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 2 Summary of Significant Accounting Policies of Notes to Consolidated Financial Statements for a discussion of recent accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

For a discussion of the Company's quantitative and qualitative disclosures about market risks, see the section titled Quantitative and Qualitative Disclosures About Market Risks in our 2021 Annual Report on Form 10-K. As of March 31, 2022, there has been no material change in this information.

ITEM 4. CONTROLS AND PROCEDURES

Honeywell management, including the Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (Exchange Act)) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that such disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q to ensure information required to be disclosed in the reports that Honeywell files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that it is accumulated and communicated to our management, including our Chief Executive Officer, our Chief Financial Officer, and our Controller, as appropriate, to allow timely decisions regarding required disclosure. There were no changes that materially affected, or are reasonably likely to materially affect, Honeywell's internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to a number of lawsuits, investigations and claims (some of which involve substantial amounts) arising out of the conduct of our business. See **Note 14 Commitments and Contingencies of Notes to Consolidated Financial Statements** for a discussion of environmental, asbestos and other litigation matters.

There were no matters requiring disclosure pursuant to the requirement to disclose certain environmental matters involving potential monetary sanctions in excess of \$300,000.

ITEM 1A. RISK FACTORS

Other than as noted below, there have been no material changes to our Risk Factors presented in our 2021 Annual Report on Form 10-K under the section titled Risk Factors. For further discussion of our Risk Factors, refer to the section titled Risk Factors in our 2021 Annual Report on Form 10-K.

A significant percentage of our sales and operations is in non-U.S. jurisdictions and is subject to the economic, political, regulatory, foreign exchange, and other risks of international operations.

Our international operations, including U.S. exports, represent more than half of the Company's sales. Risks related to international operations include exchange control regulations, wage and price controls, antitrust regulations, employment regulations, foreign investment laws, import, export and other trade restrictions (such as sanctions and embargoes), differing levels of protection of intellectual property, acts of industrial espionage, violations by our employees of anti-corruption laws (despite our efforts to mitigate such risk), changes in regulations regarding transactions with state-owned enterprises, nationalization of private enterprises, acts of terrorism, acts of war, civil strife, and our ability to hire and maintain qualified staff and maintain the safety of our employees in these regions. Instability and uncertainties arising from the global geopolitical environment and the evolving international and domestic political, regulatory, and economic landscape, including the potential for changes in global trade policies, including sanctions and trade barriers, and trends such as populism, economic nationalism and negative sentiment toward multinational companies, as well as the cost of compliance with increasingly complex and often conflicting regulations worldwide, can impair our flexibility in modifying product, marketing, pricing or other strategies for growing our businesses, as well as our ability to improve productivity and maintain acceptable operating margins.

Existing free trade laws and regulations provide certain beneficial duties and tariffs for qualifying imports and exports. Changes in laws or policies governing the terms of foreign trade, and in particular increased trade restrictions, tariffs or taxes on imports from countries where we manufacture products or from where we import products or raw materials, either directly or through our suppliers, could have an impact on our competitive position and financial results.

The U.S. continues to implement certain trade actions, including imposing tariffs on certain goods imported from China and other countries, which has resulted in retaliatory tariffs by China and other countries. Additional tariffs, export controls and sanctions laws imposed by the U.S. on a broader range of imports, or further retaliatory trade measures taken by China or other countries in response, could increase the cost of our products.

In response to the conflict between Russia and Ukraine, the U.S. and other countries imposed actions including sanctions, export and import controls, and trade restrictions with respect to Russian and Belarusian governments, government-related entities, and other entities and individuals. Further, the Russian government implemented retaliatory actions against the U.S. and other nation members of the North Atlantic Treaty Organization (NATO). Based on available information to date, the Company's estimate of potential future impairments on our businesses in Russia would not be material with respect to the Company's consolidated financial position. As the conflict continues to evolve, existing conditions may worsen, or other impacts, including impacts that are unknown at this time, may arise that could have a material adverse effect on our consolidated financial position, including escalation of the conflict in other regions of Europe, where there is a material portion of our business, and increased tensions between Russia and the U.S. and other NATO members. These impacts may result in increased costs and additional suspensions or exit from certain operations and may adversely affect our ability to meet contractual and financial obligations, results of operations, and financial condition.

To the extent the current conflict between Russia and Ukraine escalates, it may also negatively impact other risks disclosed in our 2021 Form 10-K and further impact our financial results. Such risks include, but are not limited to, adverse effects on macroeconomic conditions, including inflation and consumer spending; cybersecurity incidents and other disruptions to our information technology infrastructure or that of our customers and suppliers, including disruptions at our cloud computing, server, systems and other third party IT service providers; adverse changes in international trade policies and relations; our ability to implement and execute our business strategy, particularly in Eastern Europe and surrounding regions; disruptions in global supply chains; terrorist activities targeting U.S. government contractors and/or critical infrastructure; our exposure to foreign currency fluctuations; and constraints, volatility, or disruption in the capital markets.

Operating outside of the U.S. also exposes us to foreign exchange risk, which we monitor and seek to reduce through hedging activities. However, foreign exchange hedging activities bear a financial cost and may not always be available to us or be successful in eliminating such volatility. Finally, we generate significant amounts of cash outside of the U.S. that is invested with financial and non-financial counterparties. While we employ comprehensive controls regarding global cash management to guard against cash or investment loss and to ensure our ability to fund our operations and commitments, a material disruption to the counterparties with whom we transact business could expose Honeywell to financial loss.

Operating outside the U.S. also exposes us to additional intellectual property risk. The laws and enforcement practices of certain jurisdictions in which we operate may not protect our intellectual property rights to the same extent as in the U.S. and may impose joint venture, technology transfer, local service or other foreign investment requirements, and restrictions that potentially compromise control over our technology and proprietary information. Failure of foreign jurisdictions to protect our intellectual property rights, an inability to effectively enforce such rights in foreign jurisdictions, or the imposition of foreign jurisdiction investment or sourcing restrictions or requirements could result in loss of valuable proprietary information and could impact our competitive position and financial results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On February 12, 2021, the Board of Directors authorized the repurchase of up to a total of \$10 billion of Honeywell common stock, which included amounts remaining under, and replaced, the previously approved share repurchase program.

Repurchases may be made through a variety of methods, which could include open market purchases, accelerated share repurchase transactions, negotiated block transactions, 10b5-1 plans, other transactions that may be structured through investment banking institutions or privately negotiated, or a combination of the foregoing. Honeywell presently expects to repurchase outstanding shares from time to time (i) to offset the dilutive impact of employee stock-based compensation plans, including option exercises, restricted unit vesting and matching contributions under our savings plans, and (ii) to reduce share count via share repurchases as and when attractive opportunities arise. The amount and timing of future repurchases may vary depending on market conditions and the level of operating, financing and other investing activities.

During the quarter ended March 31, 2022, Honeywell purchased 5,510,850 shares of its common stock, par value \$1 per share. As of March 31, 2022, \$6.1 billion remained available for additional share repurchases. The following table summarizes Honeywell's purchase of its common stock for the quarter ended March 31, 2022:

Issuer Purchases of Equity Securities				
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under Plans or Programs (Dollars in millions)
January 1-31, 2022	—	\$ —	—	\$ 7,106
February 1-28, 2022	600,000	\$ 182.29	600,000	\$ 6,996
March 1-31, 2022	4,910,850	\$ 185.06	4,910,850	\$ 6,087

ITEM 4. MINE SAFETY DISCLOSURES

One of our wholly-owned subsidiaries has a placer claim for and operates a chabazite ore surface mine in Arizona. Information concerning mine safety and other regulatory matters associated with this mine is required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K and is included in Exhibit 95 to this quarterly report.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1	364-Day Credit Agreement, dated as of March 24, 2022, among Honeywell International Inc., the banks, financial institutions, and other institutional lenders parties thereto, Bank of America, N.A., as administrative agent, and JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as syndication agent (incorporated by reference to Honeywell's Form 8-K filed March 28, 2022)
10.2	Amended and Restated Five-Year Credit Agreement, dated as of March 24, 2022, among Honeywell International Inc., the banks, financial institutions, and other institutional lenders parties thereto, Bank of America, N.A., as administrative agent and as swing line agent and JPMorgan Chase Bank, N.A., and Wells Fargo Bank, National Association, as syndication agents (incorporated by reference to Honeywell's Form 8-K filed March 28, 2022).
10.3*	Amendment to the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Unit Agreement (filed herewith)
10.4*	Amendment to the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Unit Agreement, Form 2 (filed herewith)
10.5*	Amendment to the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Stock Option Award Agreement (filed herewith)
10.6*	Amendment to the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Performance Plan Grant Agreement (filed herewith)
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
95	Mine Safety Disclosures (filed herewith)
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema (filed herewith)
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase (filed herewith)
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase (filed herewith)
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase (filed herewith)
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase (filed herewith)
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

The Exhibits identified with an asterisk (*) are management contracts or compensatory plans or arrangements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

Date: April 29, 2022

By: /s/ Robert D. Mailloux
Robert D. Mailloux
Vice President and Controller
(on behalf of the Registrant
and as the Registrant's
Principal Accounting Officer)

2016 STOCK INCENTIVE PLAN
OF HONEYWELL INTERNATIONAL INC. AND ITS AFFILIATES
RESTRICTED STOCK UNIT AGREEMENT, FORM 1

This RESTRICTED STOCK UNIT AGREEMENT made in Charlotte, North Carolina, as of [DATE] (the “Grant Date”), between Honeywell International Inc. (the “Company”) and [EMPLOYEE NAME] (“Participant”).

1. **Grant of Award.** The Company has granted you [NUMBER] Restricted Stock Units, subject to the provisions of this Agreement and the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (the “Plan”). The Company will hold the Restricted Stock Units [and Additional Restricted Stock Units (as defined in Section 2)] in a bookkeeping account on your behalf until they become payable or are forfeited or cancelled.

The Restricted Stock Unit Plan Details for this grant can be found on the Morgan Stanley StockPlan Connect website at www.stockplanconnect.com. The Company reserves the right to change or correct any information contained on the Morgan Stanley StockPlan Connect website to reflect the terms of the Award actually made by the Company on the Grant Date or the Plan.

2. **[FOLLOWING INCLUDED AT COMMITTEE’S DISCRETION: Dividend Equivalents.** Except as otherwise determined by the Management Development and Compensation Committee (the “Committee”), in its sole discretion, you will earn Dividend Equivalents in an amount equal to the value of any cash or stock dividends paid by the Company upon one Share of Common Stock for each unvested Restricted Stock Unit or Additional Restricted Stock Unit (as defined below) credited to your bookkeeping account on a dividend payment date. In the case of cash dividends, the Company shall credit to your bookkeeping account, on each dividend payment date, an additional number of Restricted Stock Units (“Additional Restricted Stock Units”) equal to (a) divided by (b), where (a) equals the total number of unvested Restricted Stock Units and Additional Restricted Stock Units, if any, subject to this Agreement on such date multiplied by the dollar amount of the cash dividend paid per Share of Common Stock on such date, and (b) equals the Fair Market Value of a Share on such date. If a dividend is paid to holders of Common Stock in Shares, the Company shall credit to you, on each dividend payment date, Additional Restricted Stock Units equal to the total number of unvested Restricted Stock Units and Additional Restricted Stock Units subject to this Agreement on such date multiplied by the Share dividend paid per Share of Common Stock on such date. Additional Restricted Stock Units are subject to the same restrictions, including but not limited to vesting, transferability and payment restrictions, that apply to the Restricted Stock Units to which they relate. You will continue to earn Additional Restricted Stock Units on unpaid Restricted Stock Units and Additional Restricted Stock Units that are held in your bookkeeping account pursuant to a deferral election until the vested Shares are paid to you.]

3. **Payment Amount.** Each Restricted Stock Unit [and Additional Restricted Stock Unit] represents one (1) Share of Common Stock.

4. **Vesting.** Except in the event of your Termination of Employment due to death or Disability, or as otherwise provided in Section 8 of this Agreement relating to a Change in Control, the Restricted Stock Units [and Additional Restricted Stock Units] will vest as provided on the attached Vesting Schedule Table, which is incorporated into, and made a part of, this Agreement.

5. **Form and Timing of Payment.** Vested Restricted Stock Units will be redeemed solely for Shares. [FOLLOWING INCLUDED AT COMPANY'S DISCRETION: Except as otherwise determined by the Company, in its sole discretion, vested Additional Restricted Stock Units will be redeemed solely for Shares.] [Subject to a deferral election made pursuant to Section 12, and] except as otherwise provided in Section 7(b) below, payment of vested Restricted Stock Units [and Additional Restricted Stock Units] will be made as soon as practicable following the applicable vesting date but in no event later than two and one-half (2-1/2) months following the end of the calendar year in which the vesting date occurs. As determined by the Company in its sole discretion prior to the vesting date, any fractional Shares may be paid in cash or rounded up or down to the nearest whole Share. [You cannot defer payment of the Restricted Stock Units [or the Additional Restricted Stock Units].]

6. **Termination of Employment.** Except as otherwise provided in Sections 7(a) and 8 of this Agreement, any Restricted Stock Units [and Additional Restricted Stock Units] that have not vested as of your Termination of Employment will immediately be forfeited, and your rights with respect to these Restricted Stock Units [and Additional Restricted Stock Units] will end.

7. **Retirement, Death or Disability.**

a. **Vesting.** If your Termination of Employment occurs due to death or Disability before the vesting date described in Section 4 of this Agreement, all of your unvested Restricted Stock Units [and Additional Restricted Stock Units] will vest as of your Termination of Employment. If you are deceased, the Company will make a payment to your estate only after the Company has determined that the payee is the duly appointed executor or administrator of your estate, subject to Section 7.14 of the Plan.

If your Termination of Employment due to Retirement occurs before the vesting date described in Section 4 of this Agreement, all unvested Restricted Stock Units [and Additional Restricted Stock Units] will be forfeited and your rights with respect to any award under this Agreement will terminate.

b. **Payment.** If your Termination of Employment occurs due to death or Disability before the vesting date described in Section 4 of this Agreement, payment for vested Restricted Stock Units [and Additional Restricted Stock Units] will be made as soon as practicable following your Termination of Employment, but in no event later than the last day of the calendar year in which your Termination of Employment occurs.

8. **Change in Control.** In the event of a Change in Control (as defined in the Plan), the following provisions apply:

a. Unless adjusted or exchanged pursuant to Section 5.3(c) or 5.3(d) of the Plan, Restricted Stock Units [and Additional Restricted Stock Units] that have not vested or terminated as

of the date of the Change in Control will immediately vest. No later than the earlier of 90 days after the date of the Change in Control or two and one-half months after the end of the calendar year in which the Change in Control occurs, you will receive for the Restricted Stock Units [and Additional Restricted Stock Units] a single payment in cash equal to the product of the number of outstanding Restricted Stock Units [and Additional Restricted Stock Units] as of the date of the Change in Control (including any Restricted Stock Units [and Additional Restricted Stock Units] that vest pursuant to this Section 8) and an amount equal to the greater of (i) the highest price per Share paid by the Successor, as determined by the Committee, and (ii) the highest Fair Market Value during the period of 90 days that ends on the date of the Change in Control. Any securities or other property that is part or all of the consideration paid for Shares pursuant to the Change in Control will be valued at the higher of (x) the valuation placed on the securities or property by any entity that is a party with the Company to the Change in Control, or (y) the valuation placed on the securities or property by the Committee.

b. If adjusted or exchanged pursuant to Section 5.3(c) or 5.3(d) of the Plan, Restricted Stock Units [and Additional Restricted Stock Units] that have not vested or terminated as of the date of the Change in Control will continue to vest in accordance with the schedule described in Section 4 of this Agreement (or as adjusted if more favorable); provided, however, that if you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) on or before the second anniversary of the date of the Change in Control, Restricted Stock Units [and Additional Restricted Stock Units] that have not vested or terminated as of your Termination of Employment will immediately vest in full and be settled no later than the earlier of 90 days after the Termination of Employment or two and one-half months after the end of the calendar year in which the Termination of Employment occurs.

9. **Withholdings.** The Company or your local employer shall have the power and the right to deduct or withhold, or require you to remit to the Company or to your local employer, prior to any issuance or delivery of Shares on Restricted Stock Units [or Additional Restricted Stock Units], an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security contributions, and National Insurance Contributions, that are required by law to be withheld as determined by the Company or your local employer.

10. **Transfer of Award.** You may not transfer the Restricted Stock Units[, Additional Restricted Stock Units] or any interest in such Units except by will or the laws of descent and distribution or except as permitted by the Committee and as specified in the Plan. Any other attempt to dispose of your interest will be null and void.

11. **Requirements for and Forfeiture of Award.**

a. **General.** The Award is expressly contingent upon you complying with the terms, conditions and definitions contained in this Section 11 and in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell's employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell's trade

secrets and proprietary and confidential information. For purposes of this Section 11, the term “Honeywell” is defined as Honeywell International Inc. (a Delaware corporation having a place of business in Charlotte, North Carolina), its predecessors, designees and successors, as well as its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

b. Remedies.

1. You expressly agree and acknowledge that the forfeiture provisions of subsection 11.b.2. of this Agreement shall apply if: (A) you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, or (B) from the Grant Date until the date that is twenty-four (24) months after your Termination of Employment for any reason, you (i) enter into an employment, consultation or similar agreement or arrangement (including any arrangement for service as an agent, partner, stockholder, consultant, officer or director) with any entity or person engaged in a business in which Honeywell is engaged if the business is competitive (in the sole judgment of the Honeywell International Inc. Chief Executive Officer (“CEO”)) and the CEO has not approved the agreement or arrangement in writing, or (ii) make any statement, publicly or privately (other than to your spouse and legal advisors), which would be disparaging (as defined below) to Honeywell or its businesses, products, strategies, prospects, condition, or reputation or that of its directors, employees, officers or members; provided, however, that nothing shall preclude you from making any statement in good faith which is required by any applicable law or regulation or the order of a court or other governmental body, or (iii) write or contribute to a book, article or other media publication, whether in written or electronic format, that is in any way descriptive of Honeywell or your career with Honeywell without first submitting a draft thereof, at least thirty (30) days in advance, to the Honeywell International Inc. Senior Vice President and General Counsel, whose judgment about whether such book, article or other media publication is disparaging shall be determinative; or such a book, article or other media publication is published after a determination that it is disparaging; provided, however, that nothing herein shall preclude you from reporting (in good faith) possible violations of federal law or regulation to any governmental agency or entity, including but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and/or any agency Inspector General, or making any other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, or from otherwise making any statement (in good faith) which is required by any applicable law or regulation or the order of a court or other governmental body.

For purposes of this subsection 11.b.1, the term “disparaging” shall mean any statement or representation (whether oral or written and whether true or untrue) which, directly or by implication, tends to create a negative, adverse, or derogatory impression about the subject of the statement or representation or which is intended to harm the reputation of the subject of the statement or representation.

2. In addition to the relief described in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell’s employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell’s trade

secrets and proprietary and confidential information, if the CEO determines, in his sole judgment, that you have violated the terms of any such agreement or you have engaged in an act that violates subsection 11.b.1. of this Agreement, or you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, (i) any Restricted Stock Units [and Additional Restricted Stock Units] that have not vested under this Agreement shall immediately be cancelled, and you shall forfeit any rights you have with respect to such Units as of the date of the CEO's determination or the date of your Termination of Employment for Cause or voluntary Termination of Employment, as applicable, and (ii) you shall immediately deliver to the Company Shares equal in value to the Restricted Stock Units [and Additional Restricted Stock Units] you received during the period beginning twelve (12) months prior to your Termination of Employment and ending on (x) the date of the CEO's determination in the case of a violation other than for a Termination of Employment for Cause or voluntary termination without sufficient notice, or (y) the date of your Termination of Employment in the case of a Termination of Employment for Cause or voluntary termination without sufficient notice, as applicable.

3. Notwithstanding anything in the Plan or this Agreement to the contrary, you acknowledge that the Company may be entitled or required by law, Company policy or the requirements of an exchange on which the Shares are listed for trading, to recoup compensation paid to you pursuant to the Plan, and you agree to comply with any Company request or demand for recoupment.

12. **Restrictions on Payment of Shares.** Payment of Shares for your Restricted Stock Units [and Additional Restricted Stock Units] is subject to the conditions that, to the extent required at the time of exercise, (i) the Shares underlying the Restricted Stock Units [and Additional Restricted Stock Units] shall be duly listed, upon official notice of redemption, upon The Nasdaq Stock Market LLC ("Nasdaq"), and (ii) a Registration Statement under the Securities Act of 1933 with respect to the Shares shall be effective. The Company shall not be required to deliver any Common Stock until all applicable federal and state laws and regulations have been complied with and all legal matters in connection with the issuance and delivery of the Shares have been approved by counsel for the Company.

13. **Adjustments.** Any adjustments to the Restricted Stock Units [and Additional Restricted Stock Units] will be governed by Section 5.3 of the Plan.

14. **Disposition of Securities.** By accepting the Award, you acknowledge that you have read and understand (i) the Company's policy, and are aware of and understand your obligations under applicable securities laws in respect of trading in the Company's securities, and (ii) the Company's stock ownership guidelines as they apply to this Award. The Company shall have the right to recover, or receive reimbursement for, any compensation or profit you realize on the disposition of Shares received for Restricted Stock Units [or Additional Restricted Stock Units] to the extent that the Company has a right of recovery or reimbursement under applicable securities laws.

15. **Plan Terms Govern.** The vesting and redemption of Restricted Stock Units [or Additional Restricted Stock Units], the disposition of any Shares received for Restricted Stock Units [or Additional Restricted Stock Units], the treatment of gain on the disposition of these Shares, and the

treatment of Dividend Equivalents are subject to the provisions of the Plan and any rules that the Committee may prescribe. The Plan document, as may be amended from time to time, is incorporated into this Agreement. Capitalized terms used in this Agreement have the meaning set forth in the Plan, unless otherwise stated in this Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the Plan shall control. By accepting the Award, you acknowledge that the Plan and the Plan prospectus, as in effect on the date of this Agreement, have been made available to you for your review.

16. Personal Data.

a. By entering into this Agreement, and as a condition of the grant of the Restricted Stock Units, you expressly consent to the collection, use, and transfer of personal data as described in this Section to the full extent permitted by and in full compliance with applicable law.

b. You understand that your local employer holds, by means of an automated data file, certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social insurance number, salary, nationality, job title, any shares or directorships held in the Company, details of all Restricted Stock Units or other entitlement to shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor, for the purpose of managing and administering the Plan (“Data”).

c. You further understand that part or all of your Data may be also held by the Company or its Affiliates, pursuant to a transfer made in the past with your consent, in respect of any previous grant of Restricted Stock Units or awards, which was made for the same purposes of managing and administering of previous award/incentive plans, or for other purposes.

d. You further understand that your local employer will transfer Data to the Company or its Affiliates among themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company or its Affiliates may transfer data among themselves, and/or each, in turn, further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan (“Data Recipients”).

e. You understand that the Company or its Affiliates, as well as the Data Recipients, are or may be located in your country of residence or elsewhere, such as the United States. You authorize the Company or its Affiliates, as well as the Data Recipients, to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf, to a broker or third party with whom the Shares may be deposited.

f. You understand that you may show your opposition to the processing and transfer of your Data, and, may at any time, review the Data, request that any necessary amendments be made to it, or withdraw your consent herein in writing by contacting the Company. You further understand that withdrawing consent may affect your ability to participate in the Plan.

17. **Discretionary Nature and Acceptance of Award.** By accepting this Award, you agree to be bound by the terms of this Agreement and acknowledge that:

a. The Company (and not your local employer) is granting your Restricted Stock Units [and Additional Restricted Stock Units]. Furthermore, this Agreement is not derived from any preexisting labor relationship between you and the Company, but rather from a mercantile relationship.

b. The Company may administer the Plan from outside your country of residence and United States law will govern all Restricted Stock Units [and Additional Restricted Stock Units] granted under the Plan.

c. Benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments.

d. The benefits and rights provided under the Plan are not to be considered part of your salary or compensation under your employment with your local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. You waive any and all rights to compensation or damages as a result of the termination of employment with your local employer for any reason whatsoever insofar as those rights result, or may result, from the loss or diminution in value of such rights under the Plan or your ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

e. The grant of Restricted Stock Units [and Additional Restricted Stock Units] hereunder, and any future grant of Restricted Stock Units [or Additional Restricted Stock Units] under the Plan, is entirely voluntary, and at the complete discretion of the Company. Neither the grant of the Restricted Stock Units, [the Additional Restricted Stock Units] nor any future grant by the Company will be deemed to create any obligation to make any future grants, whether or not such a reservation is explicitly stated at the time of such a grant. The Company has the right, at any time and/or on an annual basis, to amend, suspend or terminate the Plan; provided, however, that no such amendment, suspension, or termination will adversely affect your rights hereunder.

f. The Plan will not be deemed to constitute, and will not be construed by you to constitute, part of the terms and conditions of employment. Neither the Company nor your local employer will incur any liability of any kind to you as a result of any change or amendment, or any cancellation, of the Plan at any time.

g. Participation in the Plan will not be deemed to constitute, and will not be deemed by you to constitute, an employment or labor relationship of any kind with the Company.

18. **Limitations.** Nothing in this Agreement or the Plan gives you any right to continue in the employ of the Company or any of its Affiliates or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time. Payment of your Restricted Stock Units [and Additional Restricted Stock Units] is not secured by a trust, insurance contract or other funding medium, and you do not have any interest in any fund or specific asset of the

Company by reason of this Award or the account established on your behalf. You have no rights as a shareowner of the Company pursuant to the Restricted Stock Units [or Additional Restricted Stock Units] until Shares are actually delivered to you.

19. **Incorporation of Other Agreements.** This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Restricted Stock Units. This Agreement supersedes any prior agreements, commitments or negotiations concerning the Restricted Stock Units [and the Additional Restricted Stock Units].

20. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of the Agreement, which shall remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision shall be construed so as to be enforceable to the maximum extent compatible with applicable law.

21. **Governing Law.** The Plan, this Agreement, and all determinations made and actions taken under the Plan or this Agreement shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable federal law.

22. **Agreement Changes.** The Company reserves the right to change the terms of this Agreement and the Plan without your consent to the extent necessary or desirable to comply with the requirements of Code section 409A, the Treasury regulations and other guidance thereunder.

23. **Acknowledgements and Acceptance.** By accepting this Agreement, you agree that: (i) you have carefully read, fully understand and agree to all of the terms and conditions described in this Agreement, the Plan, the Plan's prospectus and all accompanying documentation; and (ii) you understand and agree that this Agreement and the Plan constitute the entire understanding between you and the Company regarding the Award, and that any prior agreements, commitments, or negotiations concerning the Award are replaced and superseded.

To retain this Award, you must accept it on the Morgan Stanley website.

VESTING SCHEDULE TABLE

[VESTING PROVISIONS CONSISTENT WITH THE PLAN]

2016 STOCK INCENTIVE PLAN
OF HONEYWELL INTERNATIONAL INC. AND ITS AFFILIATES
RESTRICTED STOCK UNIT AGREEMENT, FORM 2

This RESTRICTED STOCK UNIT AGREEMENT made in Charlotte, North Carolina, as of [DATE] (the “Grant Date”), between Honeywell International Inc. (the “Company”) and [EMPLOYEE NAME] (“Participant”).

1. **Grant of Award.** The Company has granted you [NUMBER] Restricted Stock Units, subject to the provisions of this Agreement and the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (the “Plan”). The Company will hold the Restricted Stock Units [and Additional Restricted Stock Units (as defined in Section 4)] in a bookkeeping account on your behalf until they become payable or are forfeited or cancelled.

The Restricted Stock Unit Plan Details for this grant can be found on the Morgan Stanley StockPlan Connect website at www.stockplanconnect.com. The Company reserves the right to change or correct any information contained on the Morgan Stanley StockPlan Connect website to reflect the terms of the Award actually made by the Company on the Grant Date or the Plan.

2. **Definitions.** For purposes of this Agreement, the following definitions apply:

a. “Actual Award” means the product of (i) the Plan Payout Percentage (as determined under Section 3), and (ii) your Target Award.

b. “Compensation Peer Group” means [INSERT COMPANY NAMES]. If there is any change in the corporate capitalization of a company in the Compensation Peer Group during a Measurement Period (such as a stock split, corporate transaction or any partial or complete liquidation), the Committee, in its sole discretion, may take such change into account in determining the Total Shareholder Return of that company. If any company included in the Compensation Peer Group ceases to exist or to be publicly traded during the Measurement Period, or undergoes any other similar change, the Committee shall determine the consequences of such event for purposes of this Agreement, including without limitation, the replacement of such company in the Compensation Peer Group.

c. “Measurement Period” means [DESCRIBE MEASUREMENT PERIOD].

d. “Performance Cycle” means the period beginning on [DATE] and ending on [DATE].

e. “Target Award” means the number of Restricted Stock Units awarded to you for the Performance Cycle under Section 1 of this Agreement.

f. “Total Shareholder Return” means the ratio of (A) a company’s share price as of the last trading day of a Measurement Period (determined using the average closing share price over the 30 preceding trading days) plus earned dividends per share during the Measurement Period, over (B) the company’s share price as of the first trading day of a Measurement Period (determined using the

average closing share price over the 30 preceding trading days). Dividends are assumed earned and reinvested on the ex-dividend date.

g. [INSERT ADDITIONAL BUSINESS-RELATED DEFINITIONS AS APPLICABLE].

3. **Performance Measures.** For each Measurement Period, the Company's Total Shareholder Return will be compared to the Total Shareholder Return of each company in the Compensation Peer Group, and the Total Shareholder Return of the Compensation Peer Group and the Company shall be ranked. [DESCRIBE OTHER BUSINESS-RELATED PERFORMANCE MEASURES AS APPLICABLE].

The Plan Payout Percentage shall be determined based on the following for the Performance Cycle: [DESCRIBE HOW PLAN PAYOUT PERCENTAGE IS DETERMINED].

4. **[FOLLOWING INCLUDED AT COMMITTEE'S DISCRETION: Dividend Equivalents.** Except as otherwise determined by the Management Development and Compensation Committee (the "Committee"), in its sole discretion, you will earn Dividend Equivalents in an amount equal to the value of any cash or stock dividends paid by the Company upon one Share of Common Stock for each unvested Restricted Stock Unit or Additional Restricted Stock Unit (as defined below) credited to your bookkeeping account on a dividend payment date. At the vesting date(s) specified in Section 6, such Dividend Equivalents shall be adjusted up or down based on your Actual Award. In the case of cash dividends, the Company shall credit to your bookkeeping account, on each dividend payment date, an additional number of Restricted Stock Units ("Additional Restricted Stock Units") equal to (a) divided by (b), where (a) equals the total number of unvested Restricted Stock Units and Additional Restricted Stock Units, if any, subject to this Agreement on such date multiplied by the dollar amount of the cash dividend paid per Share of Common Stock on such date, and (b) equals the Fair Market Value of a Share on such date. If a dividend is paid to holders of Common Stock in Shares, the Company shall credit to you, on each dividend payment date, Additional Restricted Stock Units equal to the total number of unvested Restricted Stock Units and Additional Restricted Stock Units subject to this Agreement on such date multiplied by the Share dividend paid per Share of Common Stock on such date. Additional Restricted Stock Units are subject to the same restrictions, including but not limited to vesting, transferability and payment restrictions, that apply to the Restricted Stock Units to which they relate, with any fractional Shares rounded up to the nearest whole Share. You will continue to earn Additional Restricted Stock Units on unpaid Restricted Stock Units and Additional Restricted Stock Units that are held in your bookkeeping account pursuant to a deferral election until the vested Shares are paid to you.]

5. **Payment Amount.** Each Restricted Stock Unit [and Additional Restricted Stock Unit] represents one (1) Share of Common Stock.

6. **Vesting and Payment.** Except as otherwise provided in Sections 8, 9, and 10 and a deferral election, the vesting and payment of Restricted Stock Units [and related Additional Restricted Stock Units] is/are contingent upon you remaining actively employed by the Company on the applicable vesting date(s) specified below: [DESCRIBE VESTING DATE(S)].

Except as otherwise provided in Sections 8, 9, and 10 and a deferral election, payment will be made as soon as practicable following the vesting date, but in no event later than 2-1/2 months after the end of the calendar year in which vesting occurs.

The Actual Award [and related Additional Restricted Stock Units] will be paid solely in Shares. [In no event will Additional Restricted Stock Units be paid if the related Restricted Stock Units have not vested.]

7. **Termination of Employment.** Except as otherwise provided in this Agreement, if your Termination of Employment occurs for any reason before the vesting date(s) specified above, any unvested Restricted Stock Units [and Additional Restricted Stock Units] will immediately be forfeited, and your rights with respect to these Restricted Stock Units [and Additional Restricted Stock Units] will end.

8. **Death or Disability.** If your Termination of Employment occurs because of your death or Disability before the last day of the Performance Cycle, you or your estate will receive your Target Award as your Actual Award for the Performance Cycle. [No Additional Restricted Stock Units will be paid in this case. OR Additional Restricted Stock Units will be calculated as provided in Section 4.]

If your Termination of Employment occurs because of your death or Disability after the last day of the Performance Cycle but before the Actual Award is fully paid, you or your estate will receive the remainder of your unpaid Actual Award for the Performance Cycle. [No Additional Restricted Stock Units will be paid in this case. OR Additional Restricted Stock Units will be calculated as provided in Section 4.]

9. **[INCLUDE AS APPLICABLE: Retirement.]** For the avoidance of doubt, if your Termination of Employment occurs solely because of your Retirement at any age before the last day of the Performance Cycle, all unvested Restricted Stock Units [and Additional Restricted Stock Units] will be forfeited and your rights with respect to any award under this Agreement will end.

OR

If your Termination of Employment occurs solely because of your Retirement on or after age [AGE] before the last day of the Performance Cycle, you will receive a pro-rata payment of your Target Award as your Actual Award equal to the product of (a) times (b), minus (c), where (a) equals the total number of Restricted Stock Units set forth in Section 1 above [plus the total number of Additional Restricted Stock Units credited to you as of your Termination of Employment], (b) equals the ratio of your complete years of service as an employee of the Company or its Affiliates between the Award Date and your Termination of Employment, and the number of complete years of service required under this Agreement to be fully vested in all Restricted Stock Units [and Additional Restricted Stock Units], and (c) equals the number of Restricted Stock Units [and Additional Restricted Stock Units] that vested before your Termination of Employment.

OR

If your Termination of Employment occurs solely because of your Retirement on or after age [AGE] before the last day of the Performance Cycle, you will be vested in an additional number of Restricted Stock Units [and related Additional Restricted Stock Units] equal to [INSERT VESTING PROVISION ON RETIREMENT AT OR AFTER THE SPECIFIED AGE].]

[INCLUDE AS APPLICABLE: If your Termination of Employment occurs solely because of your Retirement on or after age [AGE] after the last day of the Performance Cycle but before the Actual Award is fully paid, you will receive the remainder of your unpaid Actual Award for the Performance Cycle.

OR

If your Termination of Employment occurs solely because of your Retirement on or after age [AGE] after the last day of the Performance Cycle but before the Actual Award is fully paid, any unpaid Actual Award will be forfeited and your rights with respect to any such Actual Award under this Agreement will terminate.

OR

If your Termination of Employment occurs solely because of your Retirement on or after age [AGE] after the last day of the Performance Cycle but before the Actual Award is fully paid, any unpaid Actual Award will be paid as follows: [INSERT VESTING PROVISION ON RETIREMENT ON OR AFTER AGE [AGE]].]

[No Additional Restricted Stock Units will be paid in this case. OR Additional Restricted Stock Units will be calculated as provided in Section 4.]

[INCLUDE AS APPLICABLE: Notwithstanding the preceding sentence, if you are a “specified employee” under Section 409A of the Code as of the date your Termination of Employment occurs due to Retirement, payment for vested Restricted Stock Units [and Additional Restricted Stock Units] will be made on the first business day of the first calendar month that begins after the six-month anniversary of your Termination of Employment, or, if earlier, your death.

Subject to a deferral election, if (i) you are eligible for Retirement on or after age [AGE] on the Award Date or you become eligible for Retirement on or after age [AGE] before the last vesting date described in Section 6 of this Agreement and (ii) your Termination of Employment does not occur before the last vesting date described in Section 6 of this Agreement, payment for vested Restricted Stock Units [and Additional Restricted Stock Units] will be made as soon as practicable following the applicable vesting date described in Section 6 of this Agreement but in no event later than the last day of the calendar year in which each such vesting date occurs.]

10. **Change in Control.** Notwithstanding anything in Sections 2 through 9 above to the contrary, in the event of a Change in Control (as defined in the Plan), the following provisions apply:

a. **Rollover of Awards.** If adjusted or exchanged pursuant to Section 5.3(c), 5.3(d), 5.3(e) or 5.3(f) of the Plan, Restricted Stock Units [and Additional Restricted Stock Units] that have not vested or terminated as of the date of the Change in Control will continue to vest in accordance with the schedule described in Section 6 of this Agreement (or as adjusted if more favorable);

provided, however, that (x) if you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) on or before the second anniversary of the date of the Change in Control and after the Performance Cycle has ended, [subject to the terms of a deferral election,] the unpaid portion of your Actual Award will immediately vest in full and be settled no later than the earlier of 90 days after the Termination of Employment or two and one-half months after the end of the calendar year in which the Termination of Employment occurs, or (y) if you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) during the two-year period following the Change in Control and before the Performance Cycle has ended, [subject to the terms of a deferral election,] an amount equal to the Target Award, pro-rated to reflect the portion of the Performance Cycle that elapsed prior to such Termination of Employment, will be paid in Shares no later than the earlier of 90 days after the Termination of Employment or two and one-half months after the end of the calendar year in which the Termination of Employment occurs.

b. **Cashout of Awards.** Unless adjusted or exchanged pursuant to Section 5.3(c), 5.3(d)(ii), 5.3(e) or 5.3(f) of the Plan (concerning rollover of outstanding awards in certain circumstances), Restricted Stock Units [and Additional Restricted Stock Units] that have not vested or terminated as of the date of the Change in Control will immediately vest. If the Change in Control occurs after the Performance Cycle has ended, [subject to the terms of a deferral election,] you will receive the portion of your unpaid Actual Award. If the Change in Control occurs before the Performance Cycle has ended, [subject to the terms of a deferral election,] the Actual Award will be based on the Target Award or other level of substantially achieved performance, as determined by the Committee prior to the Change in Control. No later than the earlier of 90 days after the date of the Change in Control or two and one-half months after the end of the calendar year in which the Change in Control occurs, you will receive for the Restricted Stock Units [and Additional Restricted Stock Units] a single payment in cash equal to the product of the number of vested and outstanding Restricted Stock Units [and Additional Restricted Stock Units] as of the date of the Change in Control (including any Restricted Stock Units [and Additional Restricted Stock Units] that vest pursuant to this Section 10) and an amount equal to the greater of (i) the highest price per Share paid by the successor, as determined by the Committee, and (ii) the highest Fair Market Value during the period of 90 days that ends on the date of the Change in Control. Any securities or other property that is part or all of the consideration paid for Shares pursuant to the Change in Control will be valued at the higher of (x) the valuation placed on the securities or property by any entity that is a party with the Company to the Change in Control, or (y) the valuation placed on the securities or property by the Committee.

11. **[FOLLOWING INCLUDED AT COMMITTEE'S DISCRETION: Deferral of Payment.** If you would like to defer payment on the Restricted Stock Units and related Additional Restricted Stock Units, you may do so in writing on the deferral form provided with this grant setting forth your desired payment schedule. The deferral shall not be permitted if, within the determination of the Company, such deferral would result in a violation of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated

thereunder. If the deferral is not permitted, then payment shall be made as provided in this Agreement. All Additional Restricted Stock Units shall be subject to the same deferral restrictions as the Restricted Stock Units to which they relate.]

12. **Withholdings.** The Company or your local employer shall have the power and the right to deduct or withhold, or require you to remit to the Company or to your local employer, prior to any issuance or delivery of Shares on Restricted Stock Units [or Additional Restricted Stock Units], an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security contributions, and National Insurance Contributions, that are required by law to be withheld as determined by the Company or your local employer.

13. **Transfer of Award.** You may not transfer the Restricted Stock Units [, Additional Restricted Stock Units] or any interest in such Units except by will or the laws of descent and distribution or except as permitted by the Committee and as specified in the Plan. Any other attempt to dispose of your interest will be null and void.

14. **Requirements for and Forfeiture of Award.**

a. **General.** The Award is expressly contingent upon you complying with the terms, conditions and definitions contained in this Section 14 and in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell's employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell's trade secrets and proprietary and confidential information. For purposes of this Section 14, the term "Honeywell" is defined as Honeywell International Inc. (a Delaware corporation having a place of business in Charlotte, North Carolina), its predecessors, designees and successors, as well as its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

b. **Remedies.**

1. You expressly agree and acknowledge that the forfeiture provisions of subsection 14.b.2. of this Agreement shall apply if: (A) you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, or (B) from the Grant Date until the date that is twenty-four (24) months after your Termination of Employment for any reason, you (i) enter into an employment, consultation or similar agreement or arrangement (including any arrangement for service as an agent, partner, stockholder, consultant, officer or director) with any entity or person engaged in a business in which Honeywell is engaged if the business is competitive (in the sole judgment of the Honeywell International Inc. Chief Executive Officer ("CEO")) and the CEO has not approved the agreement or arrangement in writing, or (ii) make any statement, publicly or privately (other than to your spouse and legal advisors), which would be disparaging (as defined below) to Honeywell or its businesses, products, strategies, prospects, condition, or reputation or that of its directors, employees, officers or members; provided, however, that nothing shall preclude you from making any statement in good faith which is required by any applicable law or regulation or the order of a court or other governmental body, or (iii) write or contribute to a book, article or other media publication, whether

in written or electronic format, that is in any way descriptive of Honeywell or your career with Honeywell without first submitting a draft thereof, at least thirty (30) days in advance, to the Honeywell International Inc. Senior Vice President and General Counsel, whose judgment about whether such book, article or other media publication is disparaging shall be determinative; or such a book, article or other media publication is published after a determination that it is disparaging; provided, however, that nothing herein shall preclude you from reporting (in good faith) possible violations of federal law or regulation to any governmental agency or entity, including but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and/or any agency Inspector General, or making any other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, or from otherwise making any statement (in good faith) which is required by any applicable law or regulation or the order of a court or other governmental body.

For purposes of this subsection 14.b.1, the term “disparaging” shall mean any statement or representation (whether oral or written and whether true or untrue) which, directly or by implication, tends to create a negative, adverse, or derogatory impression about the subject of the statement or representation or which is intended to harm the reputation of the subject of the statement or representation.

2. In addition to the relief described in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell’s employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell’s trade secrets and proprietary and confidential information, if the CEO determines, in his sole judgment, that you have violated the terms of any such agreement or you have engaged in an act that violates subsection 14.b.1. of this Agreement or you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, (i) any Restricted Stock Units [and Additional Restricted Stock Units] that have not vested under this Agreement shall immediately be cancelled, and you shall forfeit any rights you have with respect to such Units as of the date of the CEO’s determination or the date of your Termination of Employment for Cause or voluntary Termination of Employment, as applicable, and (ii) you shall immediately deliver to the Company Shares equal in value to the Restricted Stock Units [and Additional Restricted Stock Units] you received during the period beginning twelve (12) months prior to your Termination of Employment and ending on (x) the date of the CEO’s determination in the case of a violation other than for a Termination of Employment for Cause or voluntary termination without sufficient notice, or (y) the date of your Termination of Employment in the case of a Termination of Employment for Cause or voluntary termination without sufficient notice, as applicable.

3. Notwithstanding anything in the Plan or this Agreement to the contrary, you acknowledge that the Company may be entitled or required by law, Company policy or the requirements of an exchange on which the Shares are listed for trading, to recoup compensation paid to you pursuant to the Plan, and you agree to comply with any Company request or demand for recoupment.

15. **Restrictions on Payment of Shares.** Payment of Shares for your Restricted Stock Units [and Additional Restricted Stock Units] is subject to the conditions that, to the extent required at the

time of exercise, (i) the Shares underlying the Restricted Stock Units [and Additional Restricted Stock Units] shall be duly listed, upon official notice of redemption, upon The Nasdaq Stock Market LLC (“Nasdaq”), and (ii) a Registration Statement under the Securities Act of 1933 with respect to the Shares shall be effective. The Company shall not be required to deliver any Common Stock until all applicable federal and state laws and regulations have been complied with and all legal matters in connection with the issuance and delivery of the Shares have been approved by counsel for the Company.

16. **Adjustments.** Any adjustments to the Restricted Stock Units [and Additional Restricted Stock Units] will be governed by Section 5.3 of the Plan.

17. **Disposition of Securities.** By accepting the Award, you acknowledge that you have read and understand (i) the Company’s policy, and are aware of and understand your obligations under applicable securities laws in respect of trading in the Company’s securities, and (ii) the Company’s stock ownership guidelines as they apply to this Award. The Company shall have the right to recover, or receive reimbursement for, any compensation or profit you realize on the disposition of Shares received for Restricted Stock Units [or Additional Restricted Stock Units] to the extent that the Company has a right of recovery or reimbursement under applicable securities laws.

18. **Plan Terms Govern.** The vesting and redemption of Restricted Stock Units [or Additional Restricted Stock Units], the disposition of any Shares received for Restricted Stock Units [or Additional Restricted Stock Units], the treatment of gain on the disposition of these Shares, and the treatment of Dividend Equivalents are subject to the provisions of the Plan and any rules that the Committee may prescribe. The Plan document, as may be amended from time to time, is incorporated into this Agreement. Capitalized terms used in this Agreement have the meaning set forth in the Plan, unless otherwise stated in this Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the Plan shall control. By accepting the Award, you acknowledge that the Plan and the Plan prospectus, as in effect on the date of this Agreement, have been made available to you for your review. Without limiting the generality of the foregoing, you agree that all determinations made by the Committee of Total Shareholder Return and the Company’s ranking within the Compensation Peer Group shall be final, binding and conclusive on you in accordance with Article III of the Plan.

19. **Personal Data.**

a. By entering into this Agreement, and as a condition of the grant of the Restricted Stock Units, you expressly consent to the collection, use, and transfer of personal data as described in this Section to the full extent permitted by and in full compliance with applicable law.

b. You understand that your local employer holds, by means of an automated data file, certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social insurance number, salary, nationality, job title, any shares or directorships held in the Company, details of all Restricted Stock Units or other entitlement to shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor, for the purpose of managing and administering the Plan (“Data”).

c. You further understand that part or all of your Data may be also held by the Company or its Affiliates, pursuant to a transfer made in the past with your consent, in respect of any previous grant of Restricted Stock Units or awards, which was made for the same purposes of managing and administering of previous award/incentive plans, or for other purposes.

d. You further understand that your local employer will transfer Data to the Company or its Affiliates among themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company or its Affiliates may transfer data among themselves, and/or each, in turn, further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan (“Data Recipients”).

e. You understand that the Company or its Affiliates, as well as the Data Recipients, are or may be located in your country of residence or elsewhere, such as the United States. You authorize the Company or its Affiliates, as well as the Data Recipients, to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf, to a broker or third party with whom the Shares may be deposited.

f. You understand that you may show your opposition to the processing and transfer of your Data, and, may at any time, review the Data, request that any necessary amendments be made to it, or withdraw your consent herein in writing by contacting the Company. You further understand that withdrawing consent may affect your ability to participate in the Plan.

20. Discretionary Nature and Acceptance of Award. By accepting this Award, you agree to be bound by the terms of this Agreement and acknowledge that:

a. The Company (and not your local employer) is granting your Restricted Stock Units [and Additional Restricted Stock Units]. Furthermore, this Agreement is not derived from any preexisting labor relationship between you and the Company, but rather from a mercantile relationship.

b. The Company may administer the Plan from outside your country of residence and United States law will govern all Restricted Stock Units [and Additional Restricted Stock Units] granted under the Plan.

c. Benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments.

d. The benefits and rights provided under the Plan are not to be considered part of your salary or compensation under your employment with your local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. You waive any and all rights to compensation or damages as a result of the termination of employment with your local employer for any reason whatsoever insofar as those rights result, or may result, from the loss or diminution in value of such rights under

the Plan or your ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

e. The grant of Restricted Stock Units [and Additional Restricted Stock Units] hereunder, and any future grant of Restricted Stock Units [or Additional Restricted Stock Units] under the Plan, is entirely voluntary, and at the complete discretion of the Company. Neither the grant of the Restricted Stock Units, [the Additional Restricted Stock Units] nor any future grant by the Company will be deemed to create any obligation to make any future grants, whether or not such a reservation is explicitly stated at the time of such a grant. The Company has the right, at any time and/or on an annual basis, to amend, suspend or terminate the Plan; provided, however, that no such amendment, suspension, or termination will adversely affect your rights hereunder.

f. The Plan will not be deemed to constitute, and will not be construed by you to constitute, part of the terms and conditions of employment. Neither the Company nor your local employer will incur any liability of any kind to you as a result of any change or amendment, or any cancellation, of the Plan at any time.

g. Participation in the Plan will not be deemed to constitute, and will not be deemed by you to constitute, an employment or labor relationship of any kind with the Company.

21. **Limitations.** Nothing in this Agreement or the Plan gives you any right to continue in the employ of the Company or any of its Affiliates or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time. Payment of your Restricted Stock Units [and Additional Restricted Stock Units] is not secured by a trust, insurance contract or other funding medium, and you do not have any interest in any fund or specific asset of the Company by reason of this Award or the account established on your behalf. You have no rights as a shareowner of the Company pursuant to the Restricted Stock Units [or Additional Restricted Stock Units] until Shares are actually delivered to you.

22. **Incorporation of Other Agreements.** This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Restricted Stock Units. This Agreement supersedes any prior agreements, commitments or negotiations concerning the Restricted Stock Units [and Additional Restricted Stock Units].

23. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of the Agreement, which shall remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision shall be construed so as to be enforceable to the maximum extent compatible with applicable law.

24. **Governing Law.** The Plan, this Agreement, and all determinations made and actions taken under the Plan or this Agreement shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable federal law.

25. **Agreement Changes.** The Company reserves the right to change the terms of this Agreement and the Plan without your consent to the extent necessary or desirable to comply with the requirements of Code section 409A, the Treasury regulations and other guidance thereunder.

26. **Acknowledgements and Acceptance.** By accepting this Agreement, you agree that: (i) you have carefully read, fully understand and agree to all of the terms and conditions described in this Agreement, the Plan, the Plan's prospectus and all accompanying documentation; and (ii) you understand and agree that this Agreement and the Plan constitute the entire understanding between you and the Company regarding the Award, and that any prior agreements, commitments, or negotiations concerning the Award are replaced and superseded.

To retain this Award, you must accept it on the Morgan Stanley website.

2016 STOCK INCENTIVE PLAN
OF HONEYWELL INTERNATIONAL INC. AND ITS AFFILIATES
STOCK OPTION AWARD AGREEMENT

STOCK OPTION AWARD AGREEMENT made in Charlotte, North Carolina, as of [DATE] (the “Grant Date”), between Honeywell International Inc. (the “Company”) and [EMPLOYEE NAME] (“Participant”).

1. **Grant of Option.** The Company has granted you an Option to purchase [NUMBER] Shares of Common Stock, subject to the provisions of this Agreement and the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (the “Plan”). This Option is a nonqualified Option.

The Stock Option Plan Details for this grant can be found on the Morgan Stanley StockPlan Connect website at www.stockplanconnect.com. The Company reserves the right to change or correct any information contained on the Morgan Stanley StockPlan Connect website to reflect the terms of the Award actually made by the Company on the Grant Date or the Plan.

2. **Exercise Price.** The purchase price of the Shares covered by the Option will be [DOLLAR AMOUNT] per Share (“Exercise Price” or “Grant Price”).

3. **Vesting.** Except in the event of a Termination of Employment due to death or Disability or as otherwise provided in Section 8 of this Agreement relating to a Change in Control, the Option will become exercisable as provided on the attached Vesting Schedule Table, which is incorporated into, and made a part of, this Agreement.

4. **Term of Option.** The Option must be exercised prior to the close of The Nasdaq Stock Market LLC (“Nasdaq”) on the day before the tenth anniversary of the Grant Date (the “Expiration Date”), subject to earlier termination or cancellation as provided below. If Nasdaq is not open for business on the Expiration Date, the Option will expire at the close of Nasdaq on the business day immediately preceding the Expiration Date.

5. **Payment of Exercise Price.** You may pay the Exercise Price by cash, certified check, bank draft, wire transfer, postal or express money order, or any other alternative method specified in the Plan and expressly approved by the Committee. Notwithstanding the foregoing, you may not tender any form of payment that the Committee determines, in its sole and absolute discretion, could violate any law or regulation.

6. **Exercise of Option.** Subject to the terms and conditions of this Agreement, the Option may be exercised by contacting the Honeywell Stock Option Service Center, managed by Morgan Stanley, by telephone at 1-888-723-3391 or 1-801-617-7414, or on the internet at www.stockplanconnect.com. If the Option is exercised after your death, the Company will deliver Shares only after the Company has determined that the person exercising the Option is the duly appointed executor or administrator of your estate or the person to whom the Option has been transferred by your will or by the applicable laws of descent and distribution.

7. Termination, Retirement, Disability or Death. The Option will vest and remain exercisable as follows:

Event	Vesting	Exercise
Death	Immediate vesting as of Termination of Employment due to death.	Expires earlier of (i) original expiration date, or (ii) 3 years after Termination of Employment.
Disability	Immediate vesting as of Termination of Employment due to Disability.	Expires earlier of (i) original expiration date, or (ii) 3 years after Termination of Employment.
Retirement (Termination of Employment because of retirement from active employment on or after age 55 and 10 Years of Service)	Unvested Awards forfeited as of Retirement.	Expires earlier of (i) original expiration date, or (ii) 3 years after Retirement.
Voluntary termination with notice period of 60 days or more	Unvested Awards forfeited as of Termination of Employment.	Expires earlier of (i) original expiration date, or (ii) 30 days after termination.
Voluntary termination with notice period of less than 60 days	Unvested Awards forfeited as of Termination of Employment.	Vested Awards immediately cancelled.
Involuntary termination not for Cause	Unvested Awards forfeited as of Termination of Employment.	Expires earlier of (i) original expiration date, or (ii) 1 year after termination.
Involuntary termination for Cause	Unvested Awards forfeited as of Termination of Employment.	Vested Awards immediately cancelled.

Except as expressly provided herein, all rights hereunder shall cease to accrue as of the date of your Termination of Employment with the Company and its Affiliates. You will forfeit the unvested portion of any award and all rights to continue vesting in awards shall cease as of the date of Termination of Employment. Further, you will not be entitled to receive additional awards hereunder after Termination of Employment.

8. **Change in Control.** If you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) on or before the second anniversary of the date of a Change in Control, any portion of the Option that has not vested or terminated as of your Termination of Employment shall vest as of your Termination of Employment and become exercisable in full as of the date of such Termination of Employment. Such a termination shall be considered an Involuntary Termination not for Cause or, if applicable, a Retirement, under Section 7 of this Agreement.

9. **Withholdings.** The Company or your local employer shall have the power and the right to deduct or withhold, or require you to remit to the Company or your local employer, an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security contributions, and National Insurance Contributions, that are required by law to be withheld with respect to the grant of the Option, any exercise of the your rights under this Agreement, the sale of Shares acquired from the exercise of the Option, and/or payment of dividends on Shares acquired pursuant to the Option.

10. **Transfer of Option.** You may not transfer the Option or any interest in the Option except by will or the laws of descent and distribution or except as permitted by the Committee and as specified in the Plan. Any other attempt to dispose of your interest will be null and void.

11. **Requirements for and Forfeiture of Award.**

a. **General.** The Award is expressly contingent upon you complying with the terms, conditions and definitions contained in this Section 11 and in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell's employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell's trade secrets and proprietary and confidential information. For purposes of this Section 11, the term "Honeywell" is defined as Honeywell International Inc. (a Delaware corporation having a place of business in Charlotte, North Carolina), its predecessors, designees and successors, as well as its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

b. **Remedies.**

1. You expressly agree and acknowledge that the forfeiture provisions of subsection 11.b.2. of this Agreement shall apply if: (A) you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, or (B) from the Grant Date until the date that is twenty-four (24) months after your Termination of

Employment for any reason, you (i) enter into an employment, consultation or similar agreement or arrangement (including any arrangement for service as an agent, partner, stockholder, consultant, officer or director) with any entity or person engaged in a business in which Honeywell is engaged if the business is competitive (in the sole judgment of the Honeywell International Inc. Chief Executive Officer (“CEO”)) with Honeywell and the CEO has not approved the agreement or arrangement in writing, or (ii) make any statement, publicly or privately (other than to your spouse and legal advisors), which would be disparaging (as defined below) to Honeywell or its businesses, products, strategies, prospects, condition, or reputation or that of its directors, employees, officers or members; provided, however, that nothing shall preclude you from making any statement in good faith which is required by any applicable law or regulation or the order of a court or other governmental body, or (iii) write or contribute to a book, article or other media publication, whether in written or electronic format, that is in any way descriptive of Honeywell or your career with Honeywell without first submitting a draft thereof, at least thirty (30) days in advance, to the Honeywell International Inc. Senior Vice President and General Counsel, whose judgment about whether such book, article or other media publication is disparaging shall be determinative; or such a book, article or other media publication is published after a determination that it is disparaging; provided, however, that nothing herein shall preclude you from reporting (in good faith) possible violations of federal law or regulation to any governmental agency or entity, including but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and/or any agency Inspector General, or making any other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, or from otherwise making any statement (in good faith) which is required by any applicable law or regulation or the order of a court or other governmental body.

For purposes of this subsection 11.b.1, the term “disparaging” shall mean any statement or representation (whether oral or written and whether true or untrue) which, directly or by implication, tends to create a negative, adverse, or derogatory impression about the subject of the statement or representation or which is intended to harm the reputation of the subject of the statement or representation.

2. In addition to the relief described in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell’s employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell’s trade secrets and proprietary and confidential information, if the CEO determines, in its sole judgment, that you have violated the terms of any such agreement or you have engaged in an act that violates subsection 11.b.1. of this Agreement, or you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, (i) any portion of the Option you have not exercised (whether vested or unvested) shall immediately be cancelled, and you shall forfeit any rights you have with respect to the Option as of the date of the CEO’s determination or the date of your Termination of Employment, as applicable, and (ii) you shall immediately deliver to the Company Shares equal in value to the amount of any profit you realized upon an exercise of the Option during the period beginning twelve (12) months prior to your Termination of Employment and ending on (x) the date of the CEO’s determination in the case of a violation other than for a Termination of Employment for Cause or voluntary termination without

sufficient notice, or (y) the date of your Termination of Employment in the case of a Termination of Employment for Cause or voluntary termination without sufficient notice, as applicable.

3. Notwithstanding anything in the Plan or this Agreement to the contrary, you acknowledge that the Company may be entitled or required by law, Company policy or the requirements of an exchange on which the Shares are listed for trading, to recoup compensation paid to you pursuant to the Plan, and you agree to comply with any Company request or demand for recoupment.

12. **Adjustments.** Any adjustments to the Option will be governed by Section 5.3 of the Plan.

13. **Restrictions on Exercise.** Exercise of the Option is subject to the conditions that, to the extent required at the time of exercise, (i) the Shares covered by the Option will be duly listed, upon official notice of issuance, upon Nasdaq, and (ii) a Registration Statement under the Securities Act of 1933 with respect to the Shares will be effective. The Company will not be required to deliver any Common Stock until all applicable federal and state laws and regulations have been complied with and all legal matters in connection with the issuance and delivery of the Shares have been approved by counsel of the Company.

14. **Disposition of Securities.** By accepting the Award, you acknowledge that you have read and understand (i) the Company's policy, and are aware of and understand your obligations under U.S. federal securities laws in respect of trading in the Company's securities, and (ii) the Company's stock ownership guidelines as they apply to this Award. You agree not to use the Company's "cashless exercise" program (or any successor program) at any time when you possess material nonpublic information with respect to the Company or when using the program would otherwise result in a violation of securities law. The Company shall have the right to recover, or receive reimbursement for, any compensation or profit realized on the exercise of the Option or by the disposition of Shares received upon exercise of the Option to the extent that the Company has a right of recovery or reimbursement under applicable securities laws.

15. **Plan Terms Govern.** The exercise of the Option, the disposition of any Shares received upon exercise of the Option, and the treatment of any gain on the disposition of these Shares are subject to the terms of the Plan and any rules that the Committee may prescribe. The Plan document, as may be amended from time to time, is incorporated into this Agreement. Capitalized terms used in this Agreement have the meaning set forth in the Plan, unless otherwise stated in this Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the Plan will control unless otherwise stated in this Agreement. By accepting the Award, you acknowledge receipt of the Plan and the prospectus, as in effect on the date of this Agreement.

16. **Personal Data.**

a. By entering into this Agreement, and as a condition of the grant of the Option, you expressly consent to the collection, use, and transfer of personal data as described in this Section to the full extent permitted by and in full compliance with applicable law.

b. You understand that your local employer holds, by means of an automated data file, certain personal information about you, including, but not limited to, name, home address and

telephone number, date of birth, social insurance number, salary, nationality, job title, any shares or directorships held in the Company, details of all options or other entitlement to shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor, for the purpose of managing and administering the Plan (“Data”).

c. You further understand that part or all of your Data may be also held by the Company or its Affiliates, pursuant to a transfer made in the past with your consent, in respect of any previous grant of options or awards, which was made for the same purposes of managing and administering of previous award/incentive plans, or for other purposes.

d. You further understand that your local employer will transfer Data to the Company or its Affiliates among themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company or its Affiliates may transfer data among themselves, and/or each, in turn, further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan (“Data Recipients”).

e. You understand that the Company or its Affiliates, as well as the Data Recipients, are or may be located in your country of residence or elsewhere, such as the United States. You authorize the Company or its Affiliates, as well as the Data Recipients, to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf, to a broker or third party with whom the Shares may be deposited.

f. You understand that you may show your opposition to the processing and transfer of your Data, and, may at any time, review the Data, request that any necessary amendments be made to it, or withdraw your consent herein in writing by contacting the Company. You further understand that withdrawing consent may affect your ability to participate in the Plan.

17. Discretionary Nature and Acceptance of Award. By accepting this Award, you agree to be bound by the terms of this Agreement and acknowledge that:

a. The Company (and not your local employer) is granting your Option. Furthermore, this Agreement is not derived from any preexisting labor relationship between you and the Company, but rather from a mercantile relationship.

b. The Company may administer the Plan from outside your country of residence and United States law will govern all options granted under the Plan.

c. Benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments.

d. The benefits and rights provided under the Plan are not to be considered part of your salary or compensation under your employment with your local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other

payments, benefits or rights of any kind. You waive any and all rights to compensation or damages as a result of the termination of employment with your local employer for any reason whatsoever insofar as those rights result, or may result, from the loss or diminution in value of such rights under the Plan or your ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

e. The grant of the Option hereunder, and any future grant of an option under the Plan, is entirely voluntary, and at the complete discretion of the Company. Neither the grant of the Option nor any future grant by the Company will be deemed to create any obligation to make any future grants, whether or not such a reservation is explicitly stated at the time of such a grant. The Company has the right, at any time and/or on an annual basis, to amend, suspend or terminate the Plan; provided, however, that no such amendment, suspension, or termination will adversely affect your rights hereunder.

f. The Plan will not be deemed to constitute, and will not be construed by you to constitute, part of the terms and conditions of employment. Neither the Company nor your local employer will incur any liability of any kind to you as a result of any change or amendment, or any cancellation, of the Plan at any time.

g. Participation in the Plan will not be deemed to constitute, and will not be deemed by you to constitute, an employment or labor relationship of any kind with the Company.

18. **Limitations.** Nothing in this Agreement or the Plan gives you any right to continue in the employ of the Company or any of its Affiliates or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time. Payment of Shares is not secured by a trust, insurance contract or other funding medium, and you do not have any interest in any fund or specific asset of the Company by reason of the Option. You have no rights as a shareowner of the Company pursuant to the Option until Shares are actually delivered you.

19. **Incorporation of Other Agreements.** This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Option. This Agreement supersedes any prior agreements, commitments or negotiations concerning the Option.

20. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which will remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision will be construed so as to be enforceable to the maximum extent compatible with applicable law.

21. **Governing Law.** The Plan, this Agreement, and all determinations made and actions taken under the Plan or this Agreement shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable federal law.

22. **Acknowledgements and Acceptance.** By accepting this Agreement, you agree that: (i) you have carefully read, fully understand and agree to all of the terms and conditions described in this Agreement, the Plan, the Plan's prospectus and all accompanying documentation; and (ii) you

understand and agree that this Agreement and the Plan constitute the entire understanding between you and the Company regarding the Option, and that any prior agreements, commitments, or negotiations concerning the Option are replaced and superseded.

To retain this Award, you must accept it on the Morgan Stanley website.

VESTING SCHEDULE TABLE

[VESTING PROVISIONS CONSISTENT WITH THE PLAN]

**2016 STOCK INCENTIVE PLAN
OF HONEYWELL INTERNATIONAL INC. AND ITS AFFILIATES
PERFORMANCE PLAN GRANT AGREEMENT**

EID:

Employee Name:

of Performance Stock Units Granted:

This PERFORMANCE STOCK UNIT AGREEMENT made in Charlotte, North Carolina, as of the [GRANT DATE] (the “Grant Date”), between Honeywell International Inc. (the “Company”) and the Company senior executive named above (the “Participant”).

1. **Grant of Performance Award.** The Company has granted you a target number (“Target Award”) of Restricted Stock Units as a Performance Award (“Performance Stock Units”), subject to the terms of this Agreement and the 2016 Stock Incentive Plan of Honeywell International Inc. and Its Affiliates (the “Plan”).

The Company will hold the Performance Stock Units and [Additional Performance Stock Units (as defined in Section 4)] in a bookkeeping account on your behalf until they become payable or are forfeited or cancelled.

The details for this grant can be found on the Morgan Stanley StockPlan Connect website at www.stockplanconnect.com. The Company reserves the right to change or correct any information contained on the Morgan Stanley StockPlan Connect website to reflect the terms of the Award actually made by the Company on the Grant Date or the Plan.

2. **Definitions.** For purposes of this Agreement, the following definitions apply:

a. “Actual Award” means (A) the product of (i) the Plan Payout Percentage (as determined under Section 3), and (ii) your Target Award[, plus (B) any Additional Performance Stock Units (as determined under Section 4)]. Notwithstanding anything in this Agreement to the contrary, the Committee may reduce the amount of your Actual Award in its sole discretion.

b. “Performance Cycle” means the [INSERT PERFORMANCE CYCLE DATES].

3. **Performance Measures.** The Plan Payout Percentage shall be determined based on [INCLUDE IF PERFORMANCE MEASURES ARE THE SAME, OTHERWISE DESCRIBE PERFORMANCE MEASURES: actual performance against pre-set goals of (a) total revenue, (b) average return on investment, (c) average segment margin rate, and (d) Total Shareholder Return (collectively the “Performance Measures”) for the Performance Cycle, with each Performance Measure equally weighted (25% each). The Plan Payout for each Performance Measure other than Total Shareholder Return shall be determined at the Company level (“Corporate”) for eligible employees not assigned to one of the Company’s strategic business groups or the Honeywell Connected Enterprise business unit (collectively, an “SBG”), and 50% at the Company level and 50% at the SBG level for other eligible employees; provided, however, that the average return on

investment Performance Measure for eligible employees assigned to the Honeywell Connected Enterprise business unit shall be determined 100% at the Company level.] For purposes of this determination, if an eligible employee transfers from one of the Company's business units (i.e., an SBG or Corporate) to another during the Performance Cycle, their Actual Award will be prorated for the number of days actively employed in each business unit during the Performance Cycle.

[DESCRIBE ADDITIONAL PERFORMANCE MEASURES]

4. **[INCLUDE IF DIVIDEND EQUIVALENTS ARE PROVIDED UNDER GRANT: Dividend Equivalents.** Except as otherwise determined by the Management Development and Compensation Committee (the "Committee"), in its sole discretion, you will earn Dividend Equivalents in an amount equal to the value of any cash or stock dividends paid by the Company upon one Share of Common Stock for each unvested Performance Stock Unit or Additional Performance Stock Unit (as defined below) credited to your bookkeeping account on a dividend payment date. At the vesting date(s) specified in Section 6, such Dividend Equivalents shall be adjusted up or down based on your Actual Award. In the case of cash dividends, the Company shall credit to your bookkeeping account, on each dividend payment date, an additional number of Performance Stock Units ("Additional Performance Stock Units") equal to (a) divided by (b), where (a) equals the total number of unvested Performance Stock Units and Additional Performance Stock Units, if any, subject to this Agreement on such date multiplied by the dollar amount of the cash dividend paid per Share of Common Stock on such date, and (b) equals the Fair Market Value of a Share on such date. If a dividend is paid to holders of Common Stock in Shares, the Company shall credit to you, on such dividend payment date, Additional Performance Stock Units equal to the total number of unvested Performance Stock Units and Additional Performance Stock Units subject to this Agreement on such date multiplied by the Share dividend paid per Share of Common Stock on such date. Additional Performance Stock Units are subject to the same restrictions, including but not limited to vesting, transferability and payment restrictions, that apply to the Performance Stock Units to which they relate. You will continue to earn Additional Performance Stock Units on unpaid Performance Stock Units and Additional Performance Stock Units that are held in your bookkeeping account until the vested Shares are paid to you.]

5. **Payment Amount.** Each Performance Stock Unit [and Additional Performance Stock Unit] represents one (1) Share of Common Stock. Your Actual Award will not exceed 200% of your Target Award.

6. **Vesting and Payment.** Except as otherwise provided in this Agreement, the vesting and payment of an Actual Award is contingent upon (i) the achievement of a Plan Payout Percentage based on performance as described in Section 3 and Attachment A, and (ii) you remaining actively employed by the Company on [DESCRIBE VESTING PROVISIONS] ("Vesting Date"). [In no event will Additional Performance Stock Units be paid if the related Performance Stock Units have not vested.]

[INCLUDE IF PAYMENT PROVISIONS ARE THE SAME, OTHERWISE DESCRIBE PAYMENT PROVISIONS Except as otherwise provided in Sections 8 and 10, if earned, the Actual Award will be paid 50% in Shares rounded up to the nearest whole Share, with the net Shares held

by you for at least one year from the Vesting Date. The remaining Actual Award will be converted and paid in cash, calculated by multiplying 50% of the Actual Award, stated in Shares, by the Fair Market Value of the Shares on the last trading day of the Performance Cycle.

If an Actual Award is due, payment in cash and Shares will be made as soon as practicable following the Vesting Date, but in no event later than two and one-half months following the end of the year in which vesting occurs.

The cash portion of your Actual Award shall be expressed in U.S. dollars. Cash payment shall be made in the same currency as your pay ("Local Currency"). In the event you receive pay in more than one Local Currency, the currency used for payment will be at the discretion of the Company or your employer. The Company will convert the cash portion of your Actual Award from U.S. dollars to your Local Currency using the exchange rate in effect for the compensation planning cycle in the year of payment (i.e., the same rate used for converting annual bonuses to local currency in the first quarter of the year of payment). No payments will be credited with interest, and you may not defer any portion of the Actual Award hereunder.]

7. **Termination of Employment.** Except as otherwise provided in this Agreement, if your Termination of Employment occurs for any reason other than death or Disability before the Vesting Date, any unvested Performance Stock Units [and Additional Performance Stock Units] will immediately be forfeited and your rights with respect to future payments under this Agreement will end.

8. **Death or Disability.** If your Termination of Employment occurs because of your death or Disability before the Vesting Date, you or your estate will receive the prorated value of your Actual Award. The prorated value of the Actual Award shall be determined by multiplying the Actual Award by a fraction, the numerator of which is the number of days you were actively employed before your Termination of Employment from your first eligibility date to the last day of the Performance Cycle, and the denominator of which is the total number of days from your first eligibility date to the last day of the Performance Cycle. Such prorated Actual Award, stated in Shares, shall be multiplied by the Fair Market Value of the Shares on the last trading day of the Performance Cycle and paid in cash as soon as practicable, but in no event later than two and one-half months following the end of the Performance Cycle. [Additional Performance Stock Units will be calculated on the prorated Actual Award as provided in Section 4.]

9. **Retirement.** For the avoidance of doubt, if your Termination of Employment occurs solely because of your Retirement at any age before the Vesting Date specified above, any unvested Performance Stock Units [and Additional Performance Stock Units] or unpaid Actual Award, as applicable, will immediately be forfeited and your rights with respect to future payments under this Agreement will end.

10. **Change in Control.** Notwithstanding anything in Sections 2 through 9 to the contrary, in the event of a Change in Control (as defined in the Plan), the following provisions apply:

a. **Rollover of Performance Awards.** If adjusted or exchanged pursuant to Section 5.3(c) – (f) of the Plan, Performance Stock Units [and Additional Performance Stock Units] that

have not vested or terminated as of the date of the Change in Control will continue to vest in accordance with the schedule described in Section 6 of this Agreement (or as adjusted if more favorable); provided, however, that (x) if you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) on or before the second anniversary of the date of the Change in Control and after the Performance Cycle has ended, your unpaid Actual Award will immediately vest in full and be paid in cash no later than the earlier of 90 days after the Termination of Employment or two and one-half months after the end of the calendar year in which the Termination of Employment occurs, or (y) if you incur an involuntary Termination of Employment not for Cause (as defined in Section 2.7 of the Plan) or a voluntary Termination of Employment for Good Reason (as defined in Section 5.4(d) of the Plan) during the two-year period following the Change in Control and before the Performance Cycle has ended, an amount equal to the Target Award, pro-rated to reflect the portion of the Performance Cycle that elapsed before such Termination of Employment, will be paid in cash no later than the earlier of 90 days after the Termination of Employment or two and one-half months after the end of the calendar year in which the Termination of Employment occurs.

b. **Cashout of Performance Awards.** Unless adjusted or exchanged pursuant to Section 5.3(a) or 5.3(b) of the Plan (concerning rollover of outstanding awards in certain circumstances), Performance Stock Units [and Additional Performance Stock Units] that have not vested or terminated as of the date of the Change in Control will immediately vest. If the Change in Control occurs after the Performance Cycle has ended, you will receive your unpaid Actual Award. If the Change in Control occurs before the Performance Cycle has ended, the Actual Award will be based on the Target Award or other level of substantially achieved performance, as determined by the Committee prior to the Change in Control. No later than the earlier of 90 days after the date of the Change in Control or two and one-half months after the end of the calendar year in which the Change in Control occurs, you will receive for the Performance Stock Units [and Additional Performance Stock Units] a single cash payment equal to the product of the number of vested and outstanding Performance Stock Units [and Additional Performance Stock Units] as of the date of the Change in Control (including any Performance Stock Units [and Additional Performance Stock Units] that vest pursuant to this Section 10) and an amount equal to the greater of (i) the highest price per Share paid by the successor, as determined by the Committee, and (ii) the highest Fair Market Value during the period of 90 days that ends on the date of the Change in Control. Any securities or other property that is part or all of the consideration paid for Shares pursuant to the Change in Control will be valued at the higher of (x) the valuation placed on the securities or property by any entity that is a party with the Company to the Change in Control, or (y) the valuation placed on the securities or property by the Committee.

11. **Withholdings.** The Company or your local employer shall have the power and the right to deduct or withhold, or require you to remit to the Company or to your local employer, prior to any issuance or delivery of Shares, an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security contributions, and National Insurance Contributions, that are required by law to be withheld as determined by the Company or your local employer.

12. **Transfer of Performance Award.** You may not transfer the Performance Stock Units[, Additional Performance Stock Units] or any interest in such Units or any portion of your Actual Award except by will or the laws of descent and distribution or except as permitted by the Committee and as specified in the Plan. Any other attempt to dispose of your interest will be null and void.

13. **Requirements for and Forfeiture of Award.**

a. **General.** This Award is expressly contingent upon you complying with the terms, conditions and definitions contained in this Section 13 and in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell's employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell's trade secrets and proprietary and confidential information. For purposes of this Section 13, the term "Honeywell" is defined as Honeywell International Inc. (a Delaware corporation having a place of business in Charlotte, North Carolina), its predecessors, designees and successors, as well as its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

b. **Remedies.**

1. You expressly agree and acknowledge that the forfeiture provisions of subsection 13.b.2. of this Agreement shall apply if: (A) you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, or (B) from the Grant Date until the date that is twenty-four (24) months after your Termination of Employment for any reason, you (i) enter into an employment, consultation or similar agreement or arrangement (including any arrangement for service as an agent, partner, stockholder, consultant, officer or director) with any entity or person engaged in a business in which Honeywell is engaged if the business is competitive (in the sole judgment of the Honeywell International Inc. Chief Executive Officer ("CEO")) and the CEO has not approved the agreement or arrangement in writing, or (ii) make any statement, publicly or privately (other than to your spouse and legal advisors), which would be disparaging (as defined below) to Honeywell or its businesses, products, strategies, prospects, condition, or reputation or that of its directors, employees, officers or members; provided, however, that nothing shall preclude you from making any statement in good faith which is required by any applicable law or regulation or the order of a court or other governmental body, or (iii) write or contribute to a book, article or other media publication, whether in written or electronic format, that is in any way descriptive of Honeywell or your career with Honeywell without first submitting a draft thereof, at least thirty (30) days in advance, to the Honeywell International Inc. Senior Vice President and General Counsel, whose judgment about whether such book, article or other media publication is disparaging shall be determinative; or such a book, article or other media publication is published after a determination that it is disparaging; provided, however, that nothing herein shall preclude you from reporting (in good faith) possible violations of federal law or regulation to any governmental agency or entity, including but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and/or any agency Inspector General, or making any other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, or from otherwise making any

statement (in good faith) which is required by any applicable law or regulation or the order of a court or other governmental body.

For purposes of this subsection 13.b.1, the term “disparaging” shall mean any statement or representation (whether oral or written and whether true or untrue) which, directly or by implication, tends to create a negative, adverse, or derogatory impression about the subject of the statement or representation or which is intended to harm the reputation of the subject of the statement or representation.

2. In addition to the relief described in any other agreement that governs your noncompetition with Honeywell, your nonsolicitation of Honeywell’s employees, customers, suppliers, business partners and vendors, and/or your conduct with respect to Honeywell’s trade secrets and proprietary and confidential information, if the CEO determines, in their sole judgment, that you have violated the terms of any such agreement or you have engaged in an act that violates subsection 13.b.1. of this Agreement, or you are terminated for Cause (as defined in the Plan) or you voluntarily terminate your employment with less than a 60-day notice period, (i) any Performance Stock Units [and Additional Performance Stock Units] that have not vested under this Agreement shall immediately be cancelled, and you shall forfeit any rights you have with respect to such Units as of the date of the CEO’s determination or the date of your Termination of Employment for Cause or voluntary Termination of Employment, as applicable, and (ii) you shall immediately deliver to the Company Shares and cash equal in value to the Actual Award you received during the period beginning twelve (12) months prior to your Termination of Employment and ending on (x) the date of the CEO’s determination in the case of a violation other than for a Termination of Employment for Cause or voluntary termination without sufficient notice, or (y) the date of your Termination of Employment in the case of a Termination of Employment for Cause or voluntary termination without sufficient notice, as applicable.

3. Notwithstanding anything in the Plan or this Agreement to the contrary, you acknowledge that the Company may be entitled or required by law, Company policy or the requirements of an exchange on which the Shares are listed for trading, to recoup compensation paid to you pursuant to the Plan, and you agree to comply with any Company request or demand for recoupment.

14. **Restrictions on Payment of Shares.** Payment of Shares is subject to the conditions that, to the extent required at the time of exercise, (i) the Shares underlying the Award and/or Actual Award shall be duly listed, upon official notice of redemption, upon The Nasdaq Stock Market LLC (“Nasdaq”), and (ii) a Registration Statement under the Securities Act of 1933 with respect to the Shares shall be effective. The Company shall not be required to deliver any Common Stock until all applicable federal and state laws and regulations have been complied with and all legal matters in connection with the issuance and delivery of the Shares have been approved by counsel for the Company.

15. **Adjustments.** Any adjustments to this Performance Award will be governed by Section 5.3 of the Plan.

16. **Disposition of Securities.** By accepting the Performance Award, you acknowledge that you have read and understand (i) the Company's policy, and are aware of and understand your obligations under applicable securities laws in respect of trading in the Company's securities, and (ii) the Company's stock ownership guidelines as they apply to this Performance Award. The Company shall have the right to recover, or receive reimbursement for, any compensation or profit you realize on the disposition of Shares received to the extent that the Company has a right of recovery or reimbursement under applicable securities laws.

17. **Plan Terms Govern.** This Award (including the vesting and redemption of Performance Stock Units [or Additional Performance Stock Units], the disposition of any Shares received, the treatment of gain on the disposition of these Shares, and the treatment of Dividend Equivalents) are subject to the provisions of the Plan and any rules that the Committee may prescribe. The Plan document, as may be amended from time to time, is incorporated into this Agreement. Capitalized terms used in this Agreement have the meaning set forth in the Plan, unless otherwise stated in this Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the Plan shall control. By accepting the Performance Award, you acknowledge that the Plan and the Plan prospectus, as in effect on the date of this Agreement, have been made available to you for your review. Without limiting the generality of the foregoing, you agree that all determinations made by the Committee of the Performance Measures described in Section 3 (including but not limited to, Total Shareholder Return and the Company's ranking within the Compensation Peer Group) shall be final, binding and conclusive on you in accordance with Article III of the Plan.

18. **Personal Data.**

a. By entering into this Agreement, and as a condition of the grant of this Performance Award, you expressly consent to the collection, use, and transfer of personal data as described in this Section to the full extent permitted by and in full compliance with applicable law.

b. You understand that your local employer holds, by means of an automated data file, certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social insurance number, salary, nationality, job title, any shares or directorships held in the Company, details of all Performance Stock Units or other entitlement to shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor, for the purpose of managing and administering the Plan ("Data").

c. You understand that part or all of your Data may be also held by the Company or its Affiliates, pursuant to a transfer made in the past with your consent, in respect of any previous grant of Performance Stock Units or awards, which was made for the same purposes of managing and administering of previous award/incentive plans, or for other purposes.

d. You understand that your local employer will transfer Data to the Company or its Affiliates among themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company or its Affiliates may transfer data among themselves, and/or each, in turn, further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan ("Data Recipients").

e. You understand that the Company or its Affiliates, as well as the Data Recipients, are or may be located in your country of residence or elsewhere, such as the United States. You authorize the Company or its Affiliates, as well as the Data Recipients, to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf, to a broker or third party with whom the Shares may be deposited.

f. You understand that you may show your opposition to the processing and transfer of your Data, and, may at any time, review the Data, request that any necessary amendments be made to it, or withdraw your consent herein in writing by contacting the Company. You understand that withdrawing consent may affect your ability to participate in the Plan.

19. Discretionary Nature and Acceptance of Performance Award. By accepting this Performance Award, you agree to be bound by the terms of this Agreement and acknowledge that:

a. The Company (and not your local employer) is granting these Performance Stock Units [and Additional Performance Stock Units]. This Agreement is not derived from any preexisting labor relationship between you and the Company, but rather from a mercantile relationship.

b. The Company may administer the Plan from outside your country of residence and United States law will govern all Performance Stock Units [and Additional Performance Stock Units] granted under the Plan.

c. Benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments.

d. The benefits and rights provided under the Plan are not to be considered part of your salary or compensation under your employment with your local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. You waive any and all rights to compensation or damages as a result of the termination of employment with your local employer for any reason whatsoever insofar as those rights result, or may result, from the loss or diminution in value of such rights under the Plan or your ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

e. The grant of this Performance Award, and any future grant of Performance Stock Units [or Additional Performance Stock Units] under the Plan, is entirely voluntary, and at the complete discretion of the Company. Neither the grant of the Performance Stock Units[, the Additional Performance Stock Units] nor any future grant by the Company will be deemed to create any obligation to make any future grants, whether or not such a reservation is explicitly stated at the time of such a grant. The Company has the right, at any time and/or on an annual basis, to amend, suspend or terminate the Plan; provided, however, that no such amendment, suspension, or termination will adversely affect your rights hereunder.

f. The Plan will not be deemed to constitute, and will not be construed by you to constitute, part of the terms and conditions of employment. Neither the Company nor your local employer will incur any liability of any kind to you as a result of any change or amendment, or any cancellation, of the Plan at any time.

g. Participation in the Plan will not be deemed to constitute, and will not be deemed by you to constitute, an employment or labor relationship of any kind with the Company.

20. **Limitations.** Nothing in this Agreement or the Plan gives you any right to continue in the employ of the Company or any of its Affiliates or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time. Payment of your Performance Stock Units [and Additional Performance Stock Units] is not secured by a trust, insurance contract or other funding medium, and you do not have any interest in any fund or specific asset of the Company by reason of this Performance Award or the account established on your behalf. You have no rights as a shareowner of the Company pursuant to the Performance Stock Units [and Additional Performance Stock Units] until Shares are actually delivered to you.

21. **Incorporation of Other Agreements.** This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Stock Units. This Agreement supersedes any prior agreements, commitments or negotiations concerning the Performance Stock Units [and Additional Performance Stock Units].

22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of the Agreement, which shall remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision shall be construed so as to be enforceable to the maximum extent compatible with applicable law.

23. **Governing Law.** The Plan, this Agreement, and all determinations made and actions taken under the Plan or this Agreement shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable federal law.

24. **Agreement Changes.** The Company reserves the right to change the terms of this Agreement and the Plan without your consent to the extent necessary or desirable to comply with the requirements of Code section 409A, the Treasury regulations and other guidance thereunder.

25. **Acknowledgements and Acceptance.** By signing this Agreement (including via electronic signature), you agree that: (i) you have carefully read, fully understand and agree to all of the terms and conditions described in this Agreement, the Plan, the Plan's prospectus and all accompanying documentation; and (ii) you understand and agree that this Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Award, and that any prior agreements, commitments, or negotiations concerning the Performance Award are replaced and superseded.

To retain this Award, you must accept it [through DocuSign OR on the Morgan Stanley website].

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Darius Adamczyk, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Honeywell International Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2022

By: /s/ Darius Adamczyk

Darius Adamczyk

Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Gregory P. Lewis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Honeywell International Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2022

By: /s/ Gregory P. Lewis

Gregory P. Lewis

Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Honeywell International Inc. (the Company) on Form 10-Q for the period ended March 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Darius Adamczyk, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2022

By: /s/ Darius Adamczyk
Darius Adamczyk
Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Honeywell International Inc. (the Company) on Form 10-Q for the period ended March 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Gregory P. Lewis, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2022

By: /s/ Gregory P. Lewis
Gregory P. Lewis
Senior Vice President and Chief Financial Officer

Mine Safety Disclosures

The following disclosures are provided pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K, which require certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934, as amended, that operate mines regulated under the Federal Mine Safety and Health Act of 1977 (the "Mine Safety Act"). One of the subsidiaries of Honeywell International Inc. (the "Company") has placer claims for and operates a surface mine for chabazite ore in Arizona.

During the quarter ended March 31, 2022, the Company did not receive any of the following: (a) a citation from the U.S. Mine Safety and Health Administration ("MSHA") for a violation of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a coal or other mine safety or health hazard under section 104 of the Mine Safety Act; (b) an order issued under section 104(b) of the Mine Safety Act; (c) a citation or order for unwarrantable failure of the mine operator to comply with mandatory health or safety standards under section 104(d) of the Mine Safety Act; (d) a flagrant violation under section 110(b)(2) of the Mine Safety Act; (e) an imminent danger order under section 107(a) of the Mine Safety Act; or (f) a proposed assessment from the MSHA.

In addition, during the quarter ended March 31, 2022, the Company had no mining-related fatalities, had no pending legal actions before the Federal Mine Safety and Health Review Commission involving a coal or other mine, and did not receive any written notice from the MSHA involving a pattern of violations, or the potential to have such a pattern, of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of coal or other mine health or safety hazards under section 104(e) of the Mine Safety Act.