

**OFFER TO PURCHASE
HONEYWELL INTERNATIONAL INC.**

Offer to Purchase for Cash Any and All of its Outstanding Securities Listed Below

Title of Security	CUSIP	Aggregate Principal Amount Outstanding	Reference U.S. Treasury Security	Bloomberg Reference Page⁽¹⁾	Fixed Spread (Basis Points)
5.30% Senior Notes due 2017	438516AS5	\$400,000,000	0.75% UST due March 15, 2017	FIT3	+15
5.30% Senior Notes due 2018	438516AX4	\$900,000,000	0.75% UST due February 28, 2018	FIT4	+25
5.00% Senior Notes due 2019	438516AZ9	\$900,000,000	0.75% UST due February 15, 2019	FIT5	+35

(1) The applicable page on Bloomberg from which the Dealer Managers (as defined herein) will quote the bid side price of the Reference U.S. Treasury Security.

THE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 31, 2016, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”). TENDERED NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE OFFER AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

Honeywell International Inc. (the “Company,” “Honeywell,” “we,” “us” and “our”) hereby offers to purchase for cash (the “Offer”) from each registered holder (each, a “Holder” and, collectively, the “Holders”) any and all of its outstanding 5.30% Senior Notes due 2017, 5.30% Senior Notes due 2018 and 5.00% Senior Notes due 2019 (collectively, the “Notes”), upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”) and in the related Letter of Transmittal (as it may be amended or supplemented from time to time, the “Letter of Transmittal”) and Notice of Guaranteed Delivery (as it may be amended or supplemented from time to time, the “Notice of Guaranteed Delivery” and, together with this Offer to Purchase and the Letter of Transmittal, the “Offer Documents”), for the consideration described below. Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer.

The Dealer Managers for the Offer are:

Deutsche Bank Securities

J.P. Morgan

Morgan Stanley

Wells Fargo Securities

October 24, 2016

We expect to pay the Consideration (as defined herein) for Notes validly tendered and delivered and not validly withdrawn before the Expiration Time on the first business day following the Expiration Time (the “Settlement Date”). The expected Settlement Date is November 1, 2016. In addition to the Consideration, Holders whose Notes are accepted for payment pursuant to the Offer will be paid accrued and unpaid interest on the Notes up to, but excluding, the Settlement Date. Holders of Notes, if any, validly tendered pursuant to the guaranteed delivery procedures and accepted for payment, will receive payment of the Consideration for such accepted Notes (to the extent that such Notes are not delivered prior to the Expiration Time) on the first business day after the Guaranteed Delivery Date (as defined herein), together with accrued and unpaid interest on the Notes up to, but excluding, the Settlement Date, such date being referred to as the “Guaranteed Delivery Settlement Date.” The expected Guaranteed Delivery Date is 5:00 p.m., New York City time, on November 2, 2016. For the avoidance of doubt, we will not pay accrued interest for any periods following the Settlement Date in respect of any Notes accepted in the Offer. The purpose of the Offer is to acquire all of the outstanding Notes. See “Purpose and Financing of the Offer.” Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Offer is not subject to any minimum tender condition, but is conditioned upon the satisfaction of the Financing Condition and certain other General Conditions (as defined herein). See “Conditions of the Offer.”

We intend to exercise our right to redeem any Notes not purchased in the Offer and that remain outstanding after the Expiration Time pursuant to the Indenture, dated as of March 1, 2007 (the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”). Although we intend to redeem the Notes that are not tendered and accepted in the Offer, we are not obligated to do so, and there can be no assurance we will do so. Statements of intent in this Offer to Purchase shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

The “Consideration” for each \$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to the Offer will be determined in this Offer to Purchase by reference to the fixed spread specified on the front cover of this Offer to Purchase (the “Fixed Spread”) over the yield (the “Reference Yield”) based on the bid side price of the U.S. Treasury Security specified on the front cover of this Offer to Purchase (the “Reference U.S. Treasury Security”), as calculated by the Dealer Managers (as defined herein) at 11:00 a.m., New York City time, on October 31, 2016 (such time and date, as the same may be extended, the “Price Determination Date”). In addition to the Consideration, Holders whose Notes are accepted for payment pursuant to the Offer will be paid accrued and unpaid interest on the Notes to, but excluding, the Settlement Date.

Holders of Notes should take note of the following dates in connection with the Offer:

Date	Calendar Date	Event
Launch Date	October 24, 2016.	Commencement of the Offer.
Price Determination Date.....	11:00 a.m., New York City time, on October 31, 2016, unless extended by us in our sole discretion.	The Dealer Managers will calculate the Consideration with respect to the Notes in the manner described in this Offer to Purchase by reference to the Fixed Spread specified on the front cover of this Offer to Purchase over the Reference Yield based on the bid side price of the Reference U.S. Treasury Security specified on the front cover of this Offer to Purchase.
Expiration Time	5:00 p.m., New York City time, on October 31, 2016, unless extended by us in our sole discretion.	The deadline for Holders to tender Notes pursuant to the Offer and be eligible to receive the Consideration for the Notes.
Settlement Date.....	The first business day after the Expiration Time. The expected Settlement Date is November 1, 2016.	The day that we deposit the Consideration with the Tender and Information Agent (as defined herein) (or upon the Tender and Information Agent's instructions, The Depository Trust Company) for any Notes that were validly tendered and not validly withdrawn at or prior to the Expiration Time and accepted for payment, plus accrued and unpaid interest to, but not including, the Settlement Date.
Guaranteed Delivery Date.....	5:00 p.m., New York City time, on the second business day after the Expiration Time. The Guaranteed Delivery Date is expected to be 5:00 p.m., New York City time, on November 2, 2016, unless extended by us in our sole discretion.	The deadline for Holders to tender Notes, if any, validly tendered pursuant to the guaranteed delivery procedures described herein.
Guaranteed Delivery Settlement Date.....	The first business day after the Guaranteed Delivery Date. The expected Guaranteed Delivery Settlement Date is November 3, 2016.	The day that we deposit the Consideration with the Tender and Information Agent (or upon the Tender and Information Agent's instructions, The Depository Trust Company) for any Notes that were validly tendered pursuant to the guaranteed delivery procedures and accepted for payment, plus accrued and unpaid interest to, but not including, the Settlement Date. For the avoidance of doubt, we will not pay accrued interest for any periods

following the Settlement Date in respect of any Notes accepted in the Offer.

IMPORTANT INFORMATION REGARDING THE OFFER

This Offer to Purchase, the related Letter of Transmittal and the Notice of Guaranteed Delivery contain important information, and you should read them in their entirety before you make any decision with respect to the Offer.

Tendered Notes may be withdrawn at any time at or prior to the Expiration Time. If the Offer is terminated or otherwise not completed, the Company will promptly return tendered Notes.

We expressly reserve the right, subject to applicable law, to (1) terminate the Offer prior to the Expiration Time and not accept for payment any Notes not theretofore accepted for payment pursuant to the Offer for any reason, (2) waive any and all of the conditions of the Offer, (3) extend the Expiration Time and Price Determination Date and (4) otherwise amend the terms of the Offer in any respect. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Offer or the payment of Notes accepted for payment pursuant to the Offer in order to comply with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offer, as applicable.

We intend to exercise our right to redeem any Notes not purchased in the Offer and that remain outstanding after the Expiration Time pursuant to the Indenture. In the event we do not exercise our right to redeem the Notes, we may, from time to time after the Expiration Time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Offer. Any future purchases by us will depend on various factors existing at that time.

Although we intend to redeem the Notes that are not tendered and accepted in the Offer, we are not obligated to do so, and there can be no assurance we will do so. Statements of intent in this Offer to Purchase shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

See “Special Considerations” and “Certain U.S. Federal Income Tax Considerations” for a discussion of certain factors that should be considered in evaluating the Offer.

IMPORTANT INFORMATION REGARDING TENDER

If you wish to tender all or any portion of your Notes, you should take one of the following actions:

(1) if you hold your Notes in your name, you should complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal, have your signature thereon guaranteed if required by Instruction 1 of the Letter of Transmittal, and mail or deliver the Letter of Transmittal (or a manually signed facsimile), and any other documents required by the Instructions to the Letter of Transmittal to Global Bondholder Services Corporation, the tender and information agent for the Offer (the “Tender and Information Agent”), at the address set forth on the back cover of this Offer to Purchase, and either deliver the certificate(s) representing those Notes to the Tender and Information Agent along with the Letter of Transmittal or, if you hold your Notes through The Depository Trust Company (“DTC”), tender those Notes pursuant to the procedures for book-entry transfer set forth under “Procedures for Tendering Notes”; or

(2) if you hold your Notes through DTC, in lieu of physically completing and signing the Letter of Transmittal and delivering it to the Tender and Information Agent, you may tender Notes through DTC pursuant to DTC's Automated Tender Offer Program ("ATOP") for which the Notes and the Offer will be eligible; or

(3) **if your Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes on your behalf.** See the Instructions to the Letter of Transmittal for documents provided herewith that may be used by a beneficial owner in this process to instruct the broker, dealer, commercial bank, trust company or other nominee to tender Notes. If you wish to participate in the Offer, you should contact your broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which you must take action in order to participate. The deadlines set by any such brokers, dealers, commercial banks, trust companies or other nominees or intermediaries, as well as DTC, for the submission of tender instructions will be earlier than the relevant deadlines specified in this Offer to Purchase; or

(4) if you wish to tender your Notes and (1) your Notes certificates are not immediately available or cannot be delivered to the Tender and Information Agent, (2) you cannot comply with the procedure for book-entry transfer, or (3) you cannot deliver the other required documents to the Tender and Information Agent by the expiration of the Offer, you must tender your Notes according to the guaranteed delivery procedure described below.

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase other than information or representations contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Trustee or the Tender and Information Agent.

None of the Company, the Dealer Managers, the Trustee or the Tender and Information Agent is making any recommendation as to whether Holders should tender Notes in response to the Offer. Each Holder must make his, her or its own decision as to whether to tender Notes and, if so, as to the principal amount of Notes to tender.

This Offer to Purchase and the related documents do not constitute an offer to buy or the solicitation of an offer to sell Notes in any jurisdiction in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of us by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase nor any purchase of Notes shall, under any circumstances, create any inference that there has been no change in our affairs since the date hereof, or that the information included or incorporated by reference herein is correct as of any time subsequent to the date hereof or thereof, respectively.

This Offer to Purchase has not been filed with or reviewed by the Securities and Exchange Commission (the "SEC"), any state securities commission or any other regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or any of the accompanying ancillary documents delivered herewith. Any representation to the contrary is unlawful and may be a criminal offense.

Questions about the Offer may be directed to Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC, which are serving as the dealer managers in connection with the Offer (the "Dealer Managers"), at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and any of the accompanying ancillary documents or any document incorporated herein by reference may be directed to Global Bondholder Services

Corporation, the Tender and Information Agent for the Offer, at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to your broker, dealer, commercial bank or trust company.

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SUMMARY

We are providing this summary for your convenience. It highlights certain material information in this Offer to Purchase, but does not describe all of the details of the Offer to the same extent described in the Offer Documents. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in the Offer Documents and the accompanying ancillary documents. You are urged to read the Offer Documents and the accompanying ancillary documents in their entirety because they contain the full details of the Offer.

If you have questions, please call the Tender and Information Agent or the Dealer Managers at their respective telephone numbers set forth on the back of this Offer to Purchase.

What is the Offer? We are offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the Notes.

When does the Offer expire? The Offer expires at 5:00 p.m., New York City time, on October 31, 2016, unless the Offer is extended.

What is the Company offering to pay for my Notes? The Consideration for each \$1,000 principal amount of Notes validly tendered (and not subsequently validly withdrawn) and accepted for purchase pursuant to the Offer will be determined in the manner described in this Offer to Purchase by reference to the Fixed Spread specified on the front cover of this Offer to Purchase over the Reference Yield as calculated by the Dealer Managers based on the bid side price of the Reference U.S. Treasury Security specified on the front cover of this Offer to Purchase, as quoted on the Bloomberg Reference Page, at 11:00 a.m., New York City time, on the Price Determination Date. The formula for determining the Consideration is set forth on Schedule A.

Upon the terms and subject to the conditions set forth in the Offer Documents, in addition to the Consideration, Holders whose Notes are accepted for payment pursuant to the Offer, will be paid accrued and unpaid interest to, but excluding, the Settlement Date ("Accrued Interest"). We will not pay Accrued Interest for any periods following the Settlement Date in respect of any Notes accepted in the Offer including those tendered through the guaranteed delivery procedures.

When will I get paid? We will pay for all Notes validly tendered and delivered and not validly withdrawn prior to the Expiration Time, on the Settlement Date, subject to the terms and conditions set forth in the Offer Documents. We will pay for Notes, if any, validly tendered before the Expiration Time pursuant to the guaranteed delivery procedures and accepted for payment (to the extent such Notes are not delivered prior to the Expiration Time) on the Guaranteed

Delivery Settlement Date, subject to the terms and conditions set forth in the Offer Documents.

What is the purpose of the Offer? The purpose of the Offer is to acquire all of the outstanding Notes. Any Notes that are tendered and accepted in the Offer will be retired and canceled.

How will you pay for my Notes? We are commencing an offering of new senior unsecured notes (the “Debt Offering”). We expect to use a portion of the net proceeds from the Debt Offering to pay the consideration for Notes we purchase pursuant to the Offer. This Offer to Purchase is not an offer to sell or a solicitation of an offer to buy with respect to any of the senior unsecured notes in the Debt Offering.

Are there any conditions to the Offer? Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon the satisfaction of the Financing Condition (as defined herein) and certain other General Conditions. See “Conditions of the Offer.” We may, in our sole discretion, waive any of the conditions of the Offer, in whole or in part, at any time and from time to time.

Can the Offer be extended, and, if so, under what circumstances? Yes. We reserve the right to extend the Offer at any time, for any reason. Any extension of the Offer by us shall be done by announcement thereof in accordance with applicable law no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by issuing a press release or such other means of announcement as we deem appropriate.

Can the Offer be amended or terminated, and, if so,

under what circumstances? Yes. We reserve the right, subject to applicable law, to terminate the Offer prior to the Expiration Time for any reason and not accept for payment any Notes not theretofore accepted for payment pursuant to the Offer, and otherwise amend the terms of the Offer in any respect. Any amendment or termination of the Offer by us will be followed as promptly as practicable by announcement thereof and in accordance with applicable law. If we make a material change in the terms of the Offer or the information concerning the Offer or waive a material condition of the Offer, we will, to the extent required by law, disseminate additional Offer materials and extend the Offer. In addition, we may, if we deem appropriate, extend the Offer for any other reason.

Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by issuing a press release or such other means of announcement as we deem appropriate.

How do I tender my Notes? If you hold your Notes in your name in certificated form, you should complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions set forth therein. Be certain to have your signature guaranteed if required by the Instructions to the Letter of Transmittal, and mail or deliver that manually signed Letter of Transmittal (or such manually signed facsimile), and any other required documents, to the Tender and Information Agent, and deliver the certificate(s) representing those Notes to the Tender and Information Agent.

If you hold your Notes through DTC, you may, in lieu of physically completing and signing the Letter of Transmittal and delivering it to the Tender and Information Agent, tender Notes through DTC pursuant to ATOP.

If your Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes on your behalf. See the Instructions to the Letter of Transmittal for documents provided herewith that may be used by a beneficial owner in this process to instruct the broker, dealer, commercial bank, trust company or other nominee to tender Notes. If you wish to participate in the Offer, you should contact your broker, dealer, commercial bank, trust company or other nominee as

soon as possible in order to determine the time by which you must take action in order to participate. The deadlines set by any such brokers, dealers, commercial banks, trust companies or other nominees or intermediaries, as well as DTC, for the submission of tender instructions will be earlier than the relevant deadlines specified in this Offer to Purchase.

If you wish to tender your Notes and (1) your Notes are not immediately available or cannot be delivered to the Tender and Information Agent, (2) you cannot comply with the procedure for book-entry transfer, or (3) you cannot deliver the other required documents to the Tender and Information Agent by the expiration of the Offer, you must tender your Notes according to the guaranteed delivery procedure described below.

If I change my mind, can I withdraw my tender of Notes?

Tendered Notes may be withdrawn at any time at or prior to the Expiration Time. If the Offer is terminated or otherwise not completed, then we will promptly return tendered Notes to their respective Holders.

Any permitted withdrawal of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer; *provided, however*, that validly withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time at or prior to the Expiration Time.

What will happen to untendered Notes?

We intend to exercise our right to redeem any Notes not purchased in the Offer and that remain outstanding after the Expiration Time pursuant to the Indenture. In the event we do not exercise our right to redeem the Notes, we may, from time to time after the Expiration Time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Offer. Any future purchases by us will depend on various factors existing at that time.

Although we intend to redeem the Notes that are not tendered and accepted in the Offer, we are not obligated to do so, and there can be no assurance we will do so. Statements of intent in this Offer to Purchase shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of

the Indenture. See “Special Considerations – Treatment of Notes not Tendered in the Offer.”

Notes not tendered and purchased in the Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture, will remain unchanged. No amendments to these documents are being sought.

What if I do not want to tender my Notes? You have no obligation to tender your Notes. However, the purchase of any Notes in the Offer will result in a smaller trading market for any remaining outstanding principal amount of the Notes, which may cause the market for such Notes to be less liquid and more sporadic, and market prices for such Notes may fluctuate significantly depending on the volume of trading in the Notes. See “Special Considerations—Limited Trading Market.” In addition, we intend to exercise our right to redeem any Notes not purchased in the Offer and that remain outstanding after the Expiration Time pursuant to the Indenture. See “—What will happen to untendered Notes?”

Have you made any recommendation about the Offer?..... No. None of Honeywell, the Dealer Managers, the Trustee, or the Tender and Information Agent has made any recommendation as to whether a Holder should or should not tender Notes pursuant to the Offer.

Are there U.S. federal income tax implications if I tender my Notes? The receipt of the Consideration will generally be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction for state, local or foreign tax law purposes. You are urged to consult your tax advisors as to the specific tax consequences to you of the Offer. See “Certain U.S. Federal Income Tax Considerations.”

Whom can I talk to if I have questions about the Offer? You may contact Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC, the Dealer Managers for the Offer, if you have questions about the Offer. Their addresses and telephone numbers are set forth on the back cover of this Offer to Purchase.

Whom can I talk to if I have questions about procedures for tendering my Notes or if I need additional copies of the Offer Documents? You may contact Global Bondholder Services Corporation, the Tender and Information Agent for the Offer, if you have questions regarding the procedures for tendering Notes and for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or related documents. Its address and telephone

numbers are set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery also may be directed to your broker, dealer, commercial bank or trust company.

INFORMATION ABOUT THE COMPANY

Overview

Honeywell International Inc. (NYSE symbol: HON) is a diversified technology and manufacturing company, serving customers worldwide with aerospace products and services, turbochargers, control, sensing and security technologies for buildings, homes and industry, specialty chemicals, electronic and advanced materials, process technology for refining and petrochemicals, and energy efficient products and solutions for homes, business and transportation. Honeywell was incorporated in Delaware in 1985.

Our principal executive offices are located at 115 Tabor Road, Morris Township, New Jersey 07950, and our telephone number is (973) 455-2000.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public from the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file at the SEC's public reference room located at 100 F Street N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of any document we file at prescribed rates by writing to the Public Reference Section of the SEC at that address. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Information about us, including our SEC filings, is also available on our web site at <http://www.honeywell.com>. The information on or linked to/from our web site is not part of, and is not incorporated by reference into, this Offer to Purchase. Reference to our web site is made as an inactive textual reference and is not intended to be an active link to our website. You may also inspect reports, proxy statements and other information about us at the office of the New York Stock Exchange (the "NYSE"). For further information on obtaining copies of our public filings at the NYSE, you should call 212-656-2000.

Documents Incorporated by Reference

The SEC allows us to "incorporate by reference" in this Offer to Purchase the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase, and information in documents that we file with the SEC after the date of this Offer to Purchase will automatically update and supersede this information. We incorporate by reference in this Offer to Purchase the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of this Offer to Purchase and prior to the expiration or termination of the Offer (in each case, except as specifically included below, other than information that is deemed, under SEC rules, not to have been filed):

- Our Annual Report on Form 10-K for the year ended December 31, 2015, filed with the SEC on February 12, 2016, including the information specifically incorporated by reference into our Annual Report on Form 10-K from our Definitive Proxy Statement filed with the SEC pursuant to Section 14 of the Exchange Act on March 10, 2016;
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016, June 30, 2016 and September 30, 2016; and
- Our Current Reports on Form 8-K filed with the SEC on February 12, 2016, February 19, 2016, February 22, 2016, February 26, 2016, March 1, 2016, April 6, 2016, April 25, 2016, April 29, 2016, June 28, 2016, July 22, 2016 (Items 5.02 and 8.01 only), August 5, 2016, September 7, 2016 and October 6, 2016 (Exhibit 99.1 only).

You may obtain a copy of any or all of the documents referred to above which may have been or may be incorporated by reference herein (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address:

Honeywell International Inc.
115 Tabor Road
Morris Plains, New Jersey 07950
Attn: Investor Relations Department
(973) 455-2000

The Tender and Information Agent will also provide without charge to each person to whom this Offer to Purchase is delivered upon the request of such person, a copy of any or all of these filings (other than an exhibit to a filing unless such exhibit is specifically incorporated by reference into that filing). Requests for such filings should be directed to the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information included or incorporated by reference in this Offer to Purchase contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are those that address activities, events or developments that we or our management intend, expect, project, believe or anticipate will or may occur in the future. They are based on management’s assumptions and assessments in light of past experience and trends, current 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 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 Offer to Purchase, including the information under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2015, and the description of trends and other factors in Management’s Discussion and Analysis of Financial Condition and Results of Operations set forth in our Annual Report on Form 10-K for the year ended December 31, 2015, our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016, June 30, 2016 and September 30, 2016 and in our other filings with the SEC.

SPECIAL CONSIDERATIONS

In deciding whether to participate in the Offer, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the matters discussed below:

Position of the Company and Other Parties Concerning the Offer

None of Honeywell, the Dealer Managers, the Trustee or the Tender and Information Agent is making or has made any recommendation as to whether you should tender or refrain from tendering Notes for purchase pursuant to the Offer.

You must make your own decision whether to tender your Notes for purchase and, if so, the principal amount of Notes to tender based on your own assessment of current market value of the Notes, any tax consequences and other relevant factors. As such, you are urged to evaluate carefully all information in the Offer Documents and consult your own investment, tax and other professional advisors.

Limited Trading Market

To the extent that Notes are tendered and accepted in the Offer, the trading market for the Notes may become more limited. A bid for securities with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable security with a greater float. Therefore, the market price for Notes not tendered or tendered but not purchased may be affected adversely to the extent that the amount of Notes purchased pursuant to the Offer reduces the float. The reduced float may also tend to make the trading price more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Offer. The extent of the public market for the Notes following the consummation of the Offer would depend upon, among other things, the number of Holders remaining, the outstanding aggregate principal amount of Notes at such time and the interest in maintaining a market in the Notes on the part of securities firms and other factors. See “Treatment of Notes not Tendered in the Offer” below.

Treatment of Notes not Tendered in the Offer

We intend to exercise our right to redeem any Notes not purchased in the Offer and that remain outstanding pursuant to the Indenture. In the event we do not exercise our right to redeem the Notes, we may, from time to time after the Expiration Time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Offer. Any future purchases by us will depend on various factors existing at that time.

Although we intend to redeem the Notes that are not tendered and accepted in the Offer, we are not obligated to do so, and there can be no assurance we will do so. Statements of intent in this Offer to Purchase shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

Notes not tendered and purchased in the Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture, will remain unchanged. No amendments to these documents are being sought.

Conditions to the Consummation of the Offer

The consummation of the Offer is subject to the satisfaction of the Financing Condition and certain other General Conditions. These conditions are described in more detail in this Offer to Purchase under “Conditions of the Offer.” Such conditions may not be met and, if the Offer is not consummated, the market value and liquidity of the Notes may be materially adversely affected. We may, in our sole discretion, waive any of the conditions of the Offer, in whole or in part, at any time and from time to time.

Consideration for the Notes May Not Reflect Their Fair Value

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If you tender Notes, you may or may not receive more or as much value than if you chose to keep them.

Certain Tax Matters

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax considerations of the Offer.

PURPOSE AND FINANCING OF THE OFFER

Purpose of the Offer

The purpose of this Offer is to acquire all of the outstanding Notes.

Financing of the Offer

Concurrent with this Offer, we are commencing an offering of senior unsecured notes pursuant to the Debt Offering. We intend to use the net proceeds from the Debt Offering to (i) purchase the Notes validly tendered pursuant to the Offer, (ii) redeem, in accordance with the Indenture governing the Notes, any Notes that remain outstanding after the Expiration Time and (iii) repay commercial paper, and to use the remainder of the net proceeds for general corporate purposes. If we are unable to effect the Debt Offering on terms and conditions satisfactory to us, we shall not be required to accept for payment, purchase or pay for, and may delay the acceptance for payment of, any tendered Notes, in each event subject to Rule 14e-1(c) under the Exchange Act, and may terminate the Offer. Statements in this Offer to Purchase regarding the Debt Offering shall not constitute an offer to purchase or a solicitation of an offer to buy any senior unsecured notes in the Debt Offering. See “Conditions of the Offer.”

To the extent that less than the entire outstanding aggregate principal amount of Notes of a series is tendered in connection with the Offer, we intend to redeem the outstanding portion of the Notes of such series pursuant to the Indenture. See “Special Considerations— Treatment of Notes not Tendered in the Offer.”

THE OFFER

The Offer Documents contain important information, and you should read them carefully in their entirety before you make any decision with respect to the Offer.

General

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the outstanding Notes.

Consideration

The Consideration for the Notes purchased pursuant to the Offer will be calculated, as described on Schedule A hereto, so as to result in a price as of the Settlement Date that equates to a yield to the maturity date of the Notes equal to the sum of:

- the yield to maturity (the “Reference Yield”), calculated by the Dealer Managers in accordance with standard market practice, corresponding to the bid side price of the applicable Reference U.S. Treasury Security set forth on the front cover of this Offer to Purchase at 11:00 a.m., New York City time, on the Price Determination Date, plus
- the Fixed Spread set forth on the front cover of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the “Tender Offer Yield.” Specifically, the Consideration per \$1,000 principal amount of Notes will equal:

- the present value per \$1,000 principal amount of all remaining payments of principal and interest on the Notes to be made to (and including) the maturity date discounted to the Settlement Date in accordance with the formula set forth on Schedule A to this Offer to Purchase, at a discount rate applicable to the Tender Offer Yield, minus
- accrued and unpaid interest on the Notes to but excluding the Settlement Date per \$1,000 principal amount of notes.

In addition to the Consideration, Holders whose Notes are accepted for payment pursuant to the Offer will

be paid accrued and unpaid interest to, but excluding, the Settlement Date (“Accrued Interest”). For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. The Dealer Managers will calculate the Tender Offer Yield, Consideration and Accrued Interest, and their calculation will be final and binding, absent manifest error.

Because the Consideration is based on a fixed spread pricing formula linked to the yield on the Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offer will be affected by changes in such yield during the term of the Offer before the Price Determination Date. After the Price Determination Date, when the Consideration is no longer linked to the yield on the Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Tender Offer will be known, and Holders will be able to ascertain the Consideration in the manner described above, unless the Settlement Date is extended and a new Price Determination Date is established as set forth below.

EXPIRATION TIME; EXTENSION; AMENDMENT; TERMINATION

The Offer will expire at 5:00 p.m., New York City time, on October 31, 2016, unless extended or earlier terminated by us. In the event that the Offer is extended, the term “Expiration Time” shall mean the time and date on which the Offer, as so extended, shall expire. The Price Determination Date is 11:00 a.m., New York City time, on October 31, 2016, unless extended by us in our sole discretion, in which case the Price Determination Date will be such date to which the Price Determination Date is extended. In the event that the Expiration Time is extended, we currently expect that the Price Determination Date will be extended to 11:00 a.m., New York City time, on the new expiration date.

We expressly reserve the right, subject to applicable law, to (1) terminate the Offer prior to the Expiration Time and not accept for payment any Notes not theretofore accepted for payment pursuant to the Offer for any reason, (2) waive any and all of the conditions of the Offer and (3) extend the Expiration Time and Price Determination Date and otherwise amend the terms of the Offer in any respect. The rights reserved by us in this paragraph are in addition to our rights to terminate the Offer as described in “Conditions of the Offer.”

If we make a material change in the terms of the Offer or the information concerning the Offer or waive a material condition of the Offer, we will, to the extent required by law, disseminate additional Offer materials and extend the Offer. If the consideration to be paid in the Offer is increased or decreased, the Offer will remain open at least five business days from the date the Company first gives notice to Holders, by public announcement or otherwise, of such increase or decrease. In addition, we may, if we deem appropriate, extend the Offer for any other reason. In the event of a termination of the Offer, the Notes will be credited to the account maintained at DTC from which such Notes were delivered or certificates for such Notes will be returned to such tendering Holders.

If we extend the Offer or if, for any reason (whether before or after any Notes have been accepted for purchase), the acceptance for purchase of, or the payment for, Notes is delayed or we are unable to accept for purchase or pay for Notes validly tendered pursuant to the Offer, then, without prejudice to our rights pursuant to the Offer, tendered Notes may be retained by the Tender and Information Agent on our behalf and may not be withdrawn, except (i) as otherwise required by applicable law, including Rule 14e-1(c) under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offer, as applicable, and (ii) that we will permit withdrawal rights until the Expiration Time.

Any extension, amendment or termination of the Offer or extension of the Price Determination Date by us will be followed as promptly as practicable by announcement thereof in accordance with applicable law. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by issuing a press release or such other means of announcement as we deem appropriate. Any announcements relating to the extension, amendment or termination of the Offer, extension of the Price Determination Date or our acceptance for payment of the Notes shall be done as soon as possible, and in the case of an extension of the Expiration Time, shall be done no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time.

ACCEPTANCE OF NOTES FOR PURCHASE AND PAYMENT; ACCRUAL OF INTEREST

Upon the terms and subject to the conditions set forth in the Offer Documents, Holders that validly tender (and do not validly withdraw) their Notes before the Expiration Time will be entitled to receive the Consideration, plus accrued and unpaid interest on those Notes to, but excluding, the Settlement Date. With respect to Notes accepted for purchase pursuant to the guaranteed delivery procedures, the Holders thereof will receive payment of the Consideration, plus accrued and unpaid interest on those Notes to, but excluding the Settlement Date on the Guaranteed Delivery Settlement Date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the Settlement Date in respect of any Notes accepted in the Offer.

Under no circumstances will any additional interest or additional consideration be payable because of any delay in the transmission of funds with respect to purchased Notes, any delay on the part of the guaranteed delivery procedures, or otherwise.

We expressly reserve the right, in our sole discretion, to delay acceptance for purchase of, or payment for, Notes tendered under the Offer (subject to Rule 14e-1(c) under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited pursuant to the Offer promptly after termination or withdrawal of the Offer, as applicable), or to terminate the Offer and not accept for purchase any Notes not previously accepted for purchase, (1) if any of the conditions to the Offer shall not have been satisfied or waived by us, or (2) in order to comply with any applicable law.

In all cases, payment for Notes purchased pursuant to the Offer will be made only after timely receipt by the Tender and Information Agent of (1) certificates representing the Notes, or timely confirmation of a book-entry transfer of the Notes into the Tender and Information Agent's account at DTC, (2) the validly completed and duly executed Letter of Transmittal (or a facsimile thereof) or an Agent's Message (as defined in "Procedures for Tendering Notes") in lieu thereof, and (3) all necessary signature guarantees and any other documents required by the Letter of Transmittal or the Notice of Guaranteed Delivery, as applicable.

For purposes of the Offer, we will have accepted for purchase validly tendered Notes, if, as and when we give verbal or written notice to the Tender and Information Agent of our acceptance of the Notes for purchase pursuant to the Offer. In all cases, payment for Notes purchased pursuant to the Offer will be made by deposit of the Consideration plus accrued and unpaid interest up to, but excluding, the Settlement Date, in immediately available funds with the Tender and Information Agent or upon its instructions, DTC, which will act as your agent for the purpose of receiving payments from us and transmitting payments to you. Subject to applicable laws and the withdrawal rights provided for herein, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes tendered pursuant to the Offer is delayed (whether before or after our acceptance for purchase of the Notes) or we extend the Offer or are unable to accept for purchase, or pay for, the Notes tendered pursuant to the Offer, then, without prejudice to our rights set forth herein, we may instruct the Tender and Information Agent to retain tendered Notes, and those Notes may not be withdrawn, except pursuant to the withdrawal rights provided for herein or as required by applicable law and subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the holders promptly after the termination or withdrawal of the Offer.

If the Offer is terminated, or Notes are not accepted for purchase pursuant to the Offer, then no consideration will be paid or payable to Holders of Notes. If any tendered Notes are not purchased pursuant to the Offer for any reason or certificates are submitted evidencing more Notes than are tendered, then such Notes not purchased will be returned, without expense, to the tendering Holder (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) unless otherwise requested by such Holder under "Special Delivery Instructions" in the Letter of Transmittal, promptly following the earlier of the Expiration Time or date of termination of the Offer.

We reserve the right, pursuant to the Offer, to transfer or assign, in whole at any time, or in part from time to time, to one or more of our affiliates, the right to purchase Notes tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations pursuant to the Offer or prejudice the rights of tendering Holders to receive Consideration pursuant to the Offer.

Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount.

You will not be obligated to pay brokerage fees or commissions if you tender your Notes directly to the Tender and Information Agent or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of the Notes by us pursuant to the Offer. We will pay all fees and expenses of the Dealer Managers and the Tender and Information Agent in connection with the Offer.

PROCEDURES FOR TENDERING NOTES

General

The method of delivery of Notes, Letters of Transmittal, Notices of Guaranteed Delivery, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance of an Agent's Message transmitted through ATOP, is at the election and risk of the person tendering Notes, the Letter of Transmittal, the Notice of Guaranteed Delivery or transmitting an Agent's Message, and, except as otherwise provided in the Letter of Transmittal, delivery will be deemed made only when actually received by the Tender and Information Agent. If delivery is by mail, it is suggested that the Holder use properly insured, registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Expiration Time to permit delivery to the Tender and Information Agent prior to such time. Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount.

The tender by a Holder of Notes (and subsequent acceptance thereof by us) pursuant to one of the procedures set forth below will constitute a binding agreement between such Holder and us in accordance with the terms and subject to the conditions set forth in the Offering Documents.

Tenders of Notes Held in Physical Form

To validly tender Notes held in physical form, a properly completed Letter of Transmittal (or a manually signed facsimile thereof) duly executed by the Holder of such Notes, together with any signature guarantees and any other documents required by the Letter of Transmittal, must be received by the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase and certificates representing such Notes must be received by the Tender and Information Agent at such address prior to the Expiration Time. Letters of Transmittal and Notes should be sent only to the Tender and Information Agent and should not be sent to the Company, the Trustee for the Notes or the Dealer Managers.

If the Notes are registered in the name(s) of person(s) other than the signer of a Letter of Transmittal, then, in order to tender such Notes pursuant to the Offer, the Notes must be endorsed or accompanied by an appropriate written instrument or instruments of transfer signed exactly as the name(s) of such Holder(s) appear on the Notes, with the signature(s) on the Notes or instruments of transfer guaranteed as provided below. If these procedures are followed by a beneficial owner tendering Notes prior to the Expiration Time, the Holder(s) of such Notes must sign a valid proxy.

Tender of Notes Held Through a Custodian

Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes on such beneficial owner's behalf. See the Instructions to the Letter of Transmittal for documents provided herewith that may be used by a beneficial owner in this process to instruct the broker, dealer, commercial bank, trust company or other nominee to tender Notes. Beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate. The deadlines set by any

such brokers, dealers, commercial banks, trust companies or other nominees or intermediaries, as well as DTC, for the submission of tender instructions will be earlier than the relevant deadlines specified in this Offer to Purchase.

Tender of Notes Held Through DTC

To tender Notes that are held through DTC, DTC participants should either (1) properly complete and duly execute the Letter of Transmittal (or a manually signed facsimile thereof), together with any other documents required by the Letter of Transmittal, and mail or deliver the Letter of Transmittal and such other documents to the Tender and Information Agent; or (2) electronically transmit their acceptance through ATOP (and thereby tender Notes) for which the Offer will be eligible. Upon receipt of such Holder's acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent's Message to the Tender and Information Agent for its acceptance. Delivery of tendered Notes held through DTC must be made to the Tender and Information Agent pursuant to the book-entry delivery procedures set forth below.

Except as provided below, unless the Notes being tendered pursuant to the Offer are deposited with the Tender and Information Agent prior to the Expiration Time (accompanied by a properly completed and duly executed Letter of Transmittal, or a manually signed facsimile thereof, or a properly transmitted Agent's Message, and all other required documents), we may, at our option, reject such tender. Payment for the Notes will be made only against deposit of the tendered Notes and delivery of any other required documents.

Guaranteed Delivery Procedures

If a Holder wishes to tender Notes into the Offer and the Holder's Notes are not immediately available or the Holder cannot deliver the Notes to the Tender and Information Agent before the Expiration Time, or the Holder cannot complete the procedure for book-entry transfer on a timely basis, or if time will not permit all required documents to reach the Tender and Information Agent before the Expiration Time, the Holder may nevertheless tender the Notes, *provided* that the Holder satisfies all of the following conditions:

- the tender is made by or through an eligible institution;
- guaranteed deliveries are submitted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;
- the Tender and Information Agent receives by mail, overnight courier or facsimile transmission, before the Expiration Time, a properly completed and duly executed Notice of Guaranteed Delivery in the form we have provided, including (where required) a signature guarantee by an eligible institution in the form set forth in such Notice of Guaranteed Delivery; and
- the Tender and Information Agent receives the Notes, in proper form for transfer, or confirmation of book-entry transfer of the Notes into the Tender and Information Agent's account at the book-entry transfer facility, together with a properly completed and duly executed Letter of Transmittal, or a manually signed facsimile thereof, and including any required signature guarantees, or an Agent's Message, and any other documents required by the Letter of Transmittal, no later than the Guaranteed Delivery Date, which is expected to be 5:00 p.m., New York City time, on November 2, 2016, and which in any case will be two business days after the Expiration Time.

The Guaranteed Delivery Settlement Date is expected to take place on the first business day after the Guaranteed Delivery Date.

FOR THE AVOIDANCE OF DOUBT, DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE GUARANTEED DELIVERY DATE. WE WILL NOT PAY ACCRUED INTEREST FOR ANY PERIODS FOLLOWING THE SETTLEMENT DATE IN RESPECT OF ANY NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE CONSIDERATION BE PAID BY THE COMPANY AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

Book-Entry Delivery Procedures

The Tender and Information Agent will establish accounts with respect to the Notes at DTC for purposes of the Offer within three business days after the date of this Offer to Purchase. Any financial institution that is a participant in DTC may make book-entry delivery of the Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer.

Although delivery of the Notes may be effected pursuant to the Offer through book-entry transfer into the Tender and Information Agent's account at DTC, the Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other required documents, must, in any case, be transmitted to and received by the Tender and Information Agent at one or more of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time in connection with the tender of such Notes. **Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.**

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from each participant in DTC tendering the Notes and that such participants have received the Letter of Transmittal and agree to be bound by the terms of the Letter of Transmittal, and we may enforce such agreement against such participants.

Holders wishing to tender Notes or use the guaranteed delivery procedures prior to the Expiration Time through ATOP should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date. If the Holder is executing the tender through ATOP, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery, but each Holder will be bound by the terms of the Offer.

Signature Guarantees

Signatures on all Letters of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program (a "Medallion Signature Guarantor"), unless the Notes are tendered (1) by a registered Holder of Notes (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes) who has not completed any of the boxes entitled "Special Payment Instructions" or "Special Delivery Instructions" on the Letter of Transmittal, or (2) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States, or an "eligible guarantor institution," within the meaning of Rule 17Ad-15 under the Exchange Act (each of the foregoing being referred to as an "Eligible Institution"). If the Notes are registered in the name of a person other than the signer of the Letter of Transmittal, or if Notes that are not accepted for payment pursuant to the Offer are to be returned to a person other than the registered Holder, then the signature on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above. See the Instructions to the Letter of Transmittal.

Mutilated, Lost, Stolen or Destroyed Certificate

If a Holder wishes to tender Notes pursuant to the Offer, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact Deutsche Bank Trust Company Americas, the Trustee for the Notes, to receive information about the procedures for obtaining replacement certificates for Notes.

Effect of Letter of Transmittal

Subject to, and effective upon, the acceptance for purchase of, and payment for, Notes validly tendered pursuant to the Offer, by executing and delivering a Letter of Transmittal, a tendering Holder of Notes, among other things, (1) irrevocably sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to all the Notes tendered thereby (and waives any and all other rights with respect to the Notes, including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture) and (2) irrevocably constitutes and appoints the Tender and Information Agent the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender and Information Agent also acts

as agent of the Company) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Company, (b) present such Notes for transfer on the security register for the Notes, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender and Information Agent will not have the rights to, or control over, funds from the Company, except as agent of the Company, for the consideration for any tendered Notes that are purchased by the Company), all in accordance with the terms and subject to the conditions set forth in the Offer Documents. Our acceptance for payment of Notes tendered under the Offer will constitute a binding agreement between you and us upon the terms and conditions to the Offer described in the Offer Documents, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

Determination of Validity

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any Notes tendered pursuant to any of the procedures described above and the form and validity of all documents will be determined by us, in our sole discretion, which determination shall be final and binding. We reserve the absolute right, in our sole discretion, to reject any and all tenders of any Notes determined by us not to be in proper form, or if the acceptance of, or payment for, such Notes may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive or amend any condition to the Offer that we are legally permitted to waive or amend and waive any defect or irregularity in any tender with respect to Notes, whether or not similar defects or irregularities are waived in the case of other Holders.

No tender will be deemed to have been validly made until all defects or irregularities in such tender have been cured or waived. None of the Company, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any tender of any Notes or will incur any liability for failure to give any such notification.

Our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

Please send all materials to the Tender and Information Agent and not to us or the Dealer Managers.

WITHDRAWAL OF TENDERS

Tendered Notes may be withdrawn at any time at or prior to the Expiration Time. For a withdrawal of a tender of Notes to be effective, the Tender and Information Agent must receive a written or facsimile transmission withdrawal notice or a properly transmitted "Request Message" through ATOP before the applicable time described above. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description (including principal amount) of the Notes to be withdrawn, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the Trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes. A withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

If you tendered your Notes through a custodial entity and wish to withdraw your Notes, you will need to make arrangements for withdrawal with your custodian or nominee. Your ability to withdraw the tender of your Notes will depend upon the terms of the arrangements you have made with your custodian or nominee and, if your custodian or nominee is not the DTC participant tendering those Notes, the arrangements between your custodian and such DTC participant, including any arrangements involving intermediaries between your custodian and such DTC participant.

Any permitted withdrawal of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer; *provided, however*, that validly withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time at or prior to the Expiration Time.

Subject to applicable laws, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes validly tendered pursuant to the Offer is delayed (whether before or after our acceptance for purchase of the Notes), or we extend the Offer or are unable to accept for purchase or pay for the Notes validly tendered pursuant to the Offer, then, without prejudice to our rights set forth herein, we may instruct the Tender and Information Agent to retain tendered Notes, and those Notes may not be withdrawn, subject to Rule 14e-1(c) under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offer.

CONDITIONS OF THE OFFER

Notwithstanding any other provision of the Offer, Honeywell will not be obligated to accept for purchase and pay for any validly tendered Notes pursuant to the Offer if any of the following shall not be satisfied at the Expiration Time:

- consummation of the Debt Offering, the net proceeds of which we intend to use to (i) purchase the Notes validly tendered pursuant to the Offer, (ii) redeem, in accordance with the Indenture governing the Notes, any Notes that remain outstanding after the Expiration Time and (iii) repay commercial paper, and to use any remaining net proceeds for general corporate purposes (the “Financing Condition”); and
- satisfaction of the General Conditions.

For purposes of the foregoing provisions, all of the “General Conditions” shall be deemed satisfied at the Expiration Time if all of the following are true:

(1) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been promulgated, enacted, entered, enforced or deemed to be applicable to the Offer by or before any court or governmental regulatory or administrative agency, authority or tribunal, including, without limitation, taxing authorities, that either:

(a) challenges the making of the Offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the Offer or its anticipated benefits to us; or

(b) in our reasonable judgment, could materially adversely affect our business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of the Offer or the delivery of any cash amounts;

(2) nothing has occurred or may occur that would or might, in our reasonable judgment, prohibit, prevent or delay the Offer or impair our ability to realize the anticipated benefits of the Offer;

(3) there shall not have occurred (a) any general suspension of or limitation on trading in securities on the New York Stock Exchange or in the over-the-counter market, whether or not mandatory, (b) a material impairment in the general trading market for debt securities, (c) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States, whether or not mandatory, (d) a commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to the United States, (e) any limitation, whether or not mandatory, by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (f) any material adverse change in the securities or financial markets in the United States generally or (g) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof; and

(4) the Trustee shall not have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of the Offer, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Offer or the delivery of any cash amounts.

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the foregoing conditions are not satisfied, we may, at any time:

- terminate the Offer and promptly return all tendered Notes to the respective tendering Holders;
- modify, extend or otherwise amend the Offer and retain all tendered Notes until the Expiration Time, as extended, subject, however, to the withdrawal rights of Holders; or
- waive the unsatisfied conditions with respect to the Offer and accept all Notes tendered and not previously validly withdrawn.

In addition, subject to applicable law, we may in our absolute discretion terminate the Offer for any other reason.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax consequences of the Offer that may be relevant to a beneficial owner of Notes that is a citizen or resident of the United States or a domestic corporation or otherwise subject to U.S. federal income tax on a net income basis in respect of the Notes (a “U.S. Holder”), as well as a beneficial owner of a Note that is not a U.S. Holder (a “Non-U.S. Holder”). The summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change. The discussion does not deal with special classes of Holders, such as dealers in securities or currencies, banks, financial institutions, insurance companies, tax-exempt organizations, entities classified as partnerships and the partners therein, non-resident individuals present in the United States for 183 days or more during the taxable year, persons holding Notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or persons that have a functional currency other than the U.S. dollar. This discussion assumes that the Notes are held as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). The discussion does not address the alternative minimum tax, the Medicare tax on net investment income or other aspects of U.S. federal income or state and local taxation that may be relevant to a Holder in light of the Holder’s particular circumstances.

Sale of the Notes

Sales of Notes pursuant to the Offer by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. Subject to the discussion of the market discount rules set forth below, a U.S. Holder selling Notes pursuant to the Offer will recognize capital gain or loss in an amount equal to the difference between the amount of cash received (other than amounts received attributable to accrued interest, which will be taxed as such) and the U.S. Holder’s adjusted tax basis in the Notes sold at the time of sale. A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid therefor, increased by the amount of any market discount previously taken into account by the U.S. Holder and reduced by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Notes. Any gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year.

In general, if a U.S. Holder acquired the Notes with market discount, any gain realized by a U.S. Holder on the sale of the Notes will be treated as ordinary income to the extent of the portion of the market discount that has accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues.

Non-U.S. Holders

Subject to the discussion below under “Information Reporting and Backup Withholding”, a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax on the proceeds from the Offer, including amounts treated as accrued interest, *provided* that the Non-U.S. Holder (a) does not actually or constructively own 10 percent or more of the combined voting power of all classes of the Company stock and is not a controlled foreign corporation related to the Company through stock ownership, and (b) has provided a properly completed Internal Revenue Service (“IRS”) Form W-8BEN or W-8BEN-E or other IRS Form W-8, signed under penalties of perjury, establishing its status as a Non-U.S. Holder (or satisfies certain documentary evidence requirements for establishing that it is a Non-U.S. Holder) and satisfying applicable requirements under rules dealing with foreign account tax compliance. IRS forms may be obtained from the Depository or at the IRS website at www.irs.gov. If you provide an incorrect TIN, you may be subject to penalties imposed by the IRS.

Information Reporting and Backup Withholding

Information returns will be filed with the IRS in connection with payments on the Notes made to, and the proceeds of dispositions of Notes effected by, certain U.S. Holders. In addition, certain U.S. Holders may be subject to backup withholding in respect of such amounts if they do not provide their taxpayer identification numbers to the person from whom they receive payments. Non-U.S. Holders may be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding. The amount of any backup withholding from a payment to a U.S. or Non-U.S. Holder will be allowed as a credit against the holder’s U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

THE DEALER MANAGER; THE TENDER AND INFORMATION AGENT

The Dealer Managers

We have retained Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC to serve as the Dealer Managers in connection with the Offer. We will reimburse the Dealer Managers for their reasonable out-of-pocket expenses. We have agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws. In the ordinary course of their business, the Dealer Managers and their affiliates have provided, and may in the future provide, commercial and/or investment banking and financial advisory services to the Company and its affiliates, for which they have in the past received, and may in the future receive, customary compensation from the Company and its affiliates.

At any given time, the Dealer Managers may trade the Notes or other of our securities for their accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. The Dealer Managers may also tender Notes into the Offer that they may hold or acquire, but are under no obligation to do so.

The Dealer Managers may contact holders of Notes by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Offer to beneficial holders. Questions regarding the terms of the Offer may be directed to the Dealer Managers at its address and telephone numbers listed on the back cover of this Offer to Purchase.

The Tender and Information Agent

Global Bondholder Services Corporation is acting as the Tender and Information Agent for the Offer and as the Tender and Information Agent with respect to the guaranteed delivery procedures. All deliveries, correspondence and questions sent or presented to the Tender and Information Agent relating to the Offer should be directed to its address or telephone numbers set forth on the back cover of this Offer to Purchase.

We will pay the Tender and Information Agent reasonable and customary compensation for its services in connection with the Offer, plus reimbursement for out-of-pocket expenses. We will indemnify the Tender and Information Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase, the related Letter of Transmittal and the Notice of Guaranteed Delivery should be directed to the Tender and Information Agent at its address and telephone number set forth on the back cover of the Offer to Purchase.

The Tender and Information Agent assumes no responsibility for the accuracy or completeness of the information concerning the Offer or us contained in, or incorporated by reference into, this Offer to Purchase or the other Offer Documents or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

Solicitation

Directors, officers and regular employees of us and/or our affiliates (who will not be specifically compensated for such services), the Tender and Information Agent, the Dealer Managers may contact Holders by mail, telephone, or facsimile regarding the Offer and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes.

FEES AND EXPENSES

Tendering Holders of Notes will not be obligated to pay brokers' fees or commissions of the Dealer Managers, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Notes by us pursuant to the Offer.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and the Tender and Information Agent) in connection with the solicitation of tenders of Notes pursuant to the Offer.

MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Offer is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Offer would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the Offer, as the case may be. If, after such good faith effort, we cannot comply with any such applicable laws, the Offer, as the case may be, will not be made to (nor will tenders be accepted from or on behalf of) Holders of Notes residing in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of the Company that is not contained in this Offer to Purchase, in the related Letter of Transmittal or the Notice of Guaranteed Delivery, and, if given or made, such information or representation should not be relied upon.

None of Honeywell, the Dealer Managers, the Trustee, the Tender and Information Agent nor any of their respective affiliates makes any representation to any Holder as to whether or not to tender Notes. Holders must make their own decision as to whether to tender Notes.

SCHEDULE A

Formula for Determining Consideration and Accrued Interest

YLD = The Tender Offer Yield expressed as a decimal number. The Tender Offer Yield is the sum of the Reference Yield (as defined in this Offer to Purchase) and the applicable Fixed Spread (as set forth on the front cover of this Offer to Purchase).

CPN = The contractual annual rate of interest payable on a Note expressed as a decimal number.

N = The number of scheduled semi-annual interest payments from (but excluding) the applicable Settlement Date to (and including) the applicable maturity date of the Notes.

S = The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but excluding, such Settlement Date. The number of days is computed using the 30/360 day-count method.

/ = Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.

exp = Exponentiate. The term to the left of “exp” is raised to the power indicated by the term of the right of “exp.”

$\sum_{K=1}^N$ = Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “k” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.

Accrued Interest = \$1,000 (CPN/2) (S/180)

Consideration = The price per \$1,000 principal amount of the Notes purchased (excluding Accrued Interest). A tendering Holder that is entitled to receive the Consideration will receive a total amount per \$1,000 principal amount (rounded to the nearest cent) equal to the Consideration *plus* Accrued Interest.

Formula for Consideration for all Notes other than the Senior Notes due 2017 =
$$\left[\frac{\$1,000}{(1+YLD/2)^{\exp(N-S/180)}} \right] + \sum_{k=1}^N \left[\frac{\$1,000 (CPN/2)}{(1+YLD/2)^{\exp(k-S/180)}} \right] - \$1,000(CPN/2)(S/180)$$

Formula for Consideration for the 5.30% Senior Notes due 2017 =
$$\left[\frac{\$1,000}{1 + (YLD/2) * (1 - S/180)} \right] + \left[\frac{\$1,000 (CPN/2)}{1 + (YLD/2) * (1 - S/180)} \right] - \$1,000(CPN/2)(S/180)$$

Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery should be directed to the Tender and Information Agent. Copies of the Offer to Purchase, Letter of Transmittal and Notice of Guaranteed Delivery are available at the following web address: www.gbsc-usa.com/Honeywell/.

The Tender and Information Agent for the Offer is:

Global Bondholder Services Corporation

By Mail, Hand or Overnight Delivery:
65 Broadway, Suite 404
New York, NY 10006
Banks and Brokers Call: (212) 430-3774

Call Toll-Free: (866) 470-4300

Facsimile: (212) 430-3775 or (212) 430-3779

Any questions regarding the terms of the Offer should be directed to the Dealer Managers.

The Dealer Managers for the Offer are:

Deutsche Bank Securities Inc.

60 Wall Street
New York, New York 10005
Attention: Liability Management Group
Toll-Free: (866) 627-0391
Collect: (212) 250-2955

J.P. Morgan Securities LLC

383 Madison Avenue
New York, New York 10179
Attention: Liability Management Group
Toll-Free: (866) 834-4666
Collect: (212) 834-8553

Morgan Stanley & Co. LLC

1585 Broadway
New York, New York 10036
Attention: Liability Management Group
Collect: (212) 761-1057
Toll Free: (800) 624-1808

Wells Fargo Securities, LLC

550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attention: Liability Management Group
Toll-Free: (866) 309-6316
Collect: (704) 410-4760