

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE  
SECURITIES ACT OF 1933**

**HONEYWELL AEROSPACE INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation or Organization)

**39-4202057**  
(I.R.S. Employer Identification Number)

**1944 E Sky Harbor Cir N**  
**Phoenix, AZ**  
(Address of Principal Executive Offices)

**85034**  
(Zip code)

**2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates  
Honeywell Aerospace Global Employee Stock Plan**

(Full Title of the Plans)

**John Donofrio**  
**Senior Vice President, General Counsel and Corporate Secretary**  
**Honeywell Aerospace Inc.**  
**1944 E Sky Harbor Cir N**  
**Phoenix, AZ 85034**  
**(800) 601-3099**

(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

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 the 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  Accelerated filer   
Non-accelerated filer  (do not check if a smaller reporting company) Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with the new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

## EXPLANATORY NOTE

This Registration Statement on Form S-8 (the “Registration Statement”) of Honeywell Aerospace Inc. (the “Registrant”) relates to 35,000,000 shares of the Registrant’s common stock, par value \$0.01 per share (“Common Stock”), that may be offered for sale or granted to participants under the 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (as may be amended from time to time, the “Stock Incentive Plan”), including pursuant to equity awards of Honeywell International Inc. (“Honeywell”) that were adjusted or converted to equity awards of the Registrant in connection with the Registrant’s separation from Honeywell, and 500,000 shares of Common Stock that may be offered for sale to participants under the Honeywell Aerospace Global Employee Stock Plan (as may be amended from time to time, and together with the Stock Incentive Plan, the “Plans”). Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover such indeterminate number of additional shares of Common Stock as may become issuable under the Plans as a result of stock splits, stock dividends or similar transactions.

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in this Part I will be sent or given to participants in the Plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission as part of this Registration Statement. These documents and the documents incorporated by reference in the Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

##### Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed (other than filings or portions of filings that are deemed furnished under applicable Commission rules, rather than filed) by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference herein and shall be deemed to be a part hereof:

- (a) The Registrant’s effective Registration Statement on Form 10 (File No. 001-43173) initially filed with the Commission on [March 3, 2026](#), as amended by Amendment No. 1 as filed with the Commission on [May 14, 2026](#), as further amended by Amendment No. 2 as filed with the Commission on [June 8, 2026](#) (the “Form 10”);
- (b) The Registrant’s Current Reports on Form 8-K filed on [June 15, 2026](#), [June 25, 2026](#) and [June 29, 2026](#); and
- (c) The description of the Registrant’s Common Stock under the heading “Description of Aerospace Capital Stock” in the Registrant’s final Information Statement filed as [Exhibit 99.1](#) to Current Reports on Form 8-K filed on June 15, 2026, and any other amendments and reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, (other than any such documents or portions thereof that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein, including any exhibits included with such Items) and prior to the filing of a post-effective amendment to this Registration Statement, which indicates that all

securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not Applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not Applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law (the “DGCL”) provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement in connection with specified actions, suits, proceedings whether civil, criminal, administrative, or investigative (other than action by or in the right of the corporation—a “derivative action”), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys’ fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The DGCL provides that it is not exclusive of other indemnification that may be granted by a corporation’s charter, by-laws, disinterested director vote, shareowner vote, agreement, or otherwise.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director or officer of the corporation shall not be personally liable to the corporation or its shareowners for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director’s or officer’s duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) payment of unlawful dividends or unlawful stock purchases or redemptions, (iv) any transaction from which the director derived an improper personal benefit or (v) with respect to any officer, any action by or in the right of the corporation. Under Article TWELFTH of the Registrant’s Amended and Restated Certificate of Incorporation, the Registrant has waived the personal liability of its directors and officers as permitted by Section 102(b)(7) of the DGCL.

Under Article TWELFTH of the Registrant’s Amended and Restated Certificate of Incorporation, each person who is or was a director or officer of the Registrant, and each director or officer of the Registrant who serves or served any other enterprise or organization at the request of the Registrant, shall be indemnified by the Registrant to the full extent permitted by the DGCL.

Under the DGCL, to the extent that such a person is successful on the merits or otherwise in defense of a suit or proceeding brought against such person by reason of the fact that such person is or was a director or officer of the Registrant, or serves or served any other enterprise or organization at the request of the Registrant, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred in connection with such action.

If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, such a person shall be indemnified under such law against both (i) expenses (including attorneys' fees) and (ii) judgments, fines and amounts paid in settlement if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Registrant, and with respect to any criminal action, had no reasonable cause to believe such person's conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of the Registrant, or if such suit is settled, such a person shall be indemnified under such law only against expenses (including attorneys' fees) actually and reasonably incurred in the defense or settlement of such suit if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Registrant except that if such a person is adjudged to be liable in such suit to the Registrant, such person cannot be made whole even for expenses unless the court determines that such person is fairly and reasonably entitled to indemnity for such expenses.

In addition, the Registrant maintains directors' and officers' reimbursement and liability insurance pursuant to standard form policies. The risks covered by such policies include certain liabilities under the securities laws.

#### **Item 7. Exemption from Registration Claimed.**

Not Applicable.

#### **Item 8. Exhibits.**

The following exhibits are filed with or incorporated by reference into this Registration Statement (numbering corresponds to Exhibit Table in Item 6.01 of Regulation S-K).

<b>Exhibit No.</b>	<b>Description</b>
4.1	<a href="#">Second Amended and Restated Certificate of Incorporation of Honeywell Aerospace Inc. (incorporated by reference to Exhibit 3.1 to Honeywell Aerospace Inc.'s Current Report on Form 8-K, filed on June 29, 2026).</a>
4.2	<a href="#">Amended and Restated By-laws of Honeywell Aerospace Inc., dated June 29, 2026 (incorporated by reference to Exhibit 3.2 to Honeywell Aerospace Inc.'s Current Report on Form 8-K, filed on June 29, 2026).</a>
4.3	<a href="#">2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (incorporated by reference to Exhibit 10.6 to Honeywell Aerospace Inc.'s Current Report on Form 8-K, filed on June 29, 2026).</a>
4.4*	<a href="#">Honeywell Aerospace Global Employee Stock Plan.</a>
5.1*	<a href="#">Opinion of Wachtell, Lipton, Rosen &amp; Katz.</a>
23.1*	<a href="#">Consent of Deloitte &amp; Touche LLP.</a>
23.2*	<a href="#">Consent of Wachtell, Lipton, Rosen &amp; Katz (included in Exhibit 5.1 to this Registration Statement).</a>
24.1*	<a href="#">Power of Attorney (see signature page).</a>
107*	<a href="#">Filing Fee Table.</a>

\* Filed herewith.

#### **Item 9. Undertakings.**

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in Phoenix, Arizona, on June 29, 2026.

### HONEYWELL AEROSPACE INC.

By: /s/ Joshua Jepsen  
Name: Joshua Jepsen  
Senior Vice President and Chief Financial  
Title: Officer

Each person whose signature appears below constitutes and appoints John Donofrio, Jennifer Nelson, Joshua Jepsen and William Lautar and each of them, acting individually, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to execute for him or her and in his or her name, place, and stead, in any and all capacities, any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement as the attorney-in-fact and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents and their substitutes, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 29, 2026.

<u>Name</u>	<u>Title</u>
<u>/s/ James Currier</u> James Currier	President, Chief Executive Officer and Director
<u>/s/ Joshua Jepsen</u> Joshua Jepsen	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ William Lautar</u> William Lautar	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Craig Arnold</u> Craig Arnold	Chairman of the Board
<u>/s/ William Ayer</u> William Ayer	Director
<u>/s/ D. Scott Davis</u> D. Scott Davis	Director
<u>/s/ David Denton</u> David Denton	Director
<u>/s/ Pascal Desroches</u> Pascal Desroches	Director
<u>/s/ Deborah Flint</u> Deborah Flint	Director
<u>/s/ David Goldfein</u> David Goldfein	Director

/s/ Mark Reuss

Mark Reuss

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Director

/s/ William Roper

William Roper

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Director

/s/ Michelle Seitz

Michelle Seitz

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Director



## HONEYWELL AEROSPACE GLOBAL EMPLOYEE STOCK PLAN

### Section 1. Purpose of the Plan

The purpose of this Honeywell Aerospace Global Employee Stock Plan (the “Plan”) is to provide certain corporate procedures and uniform rules for broad-based equity incentive plans and arrangements to be maintained by Honeywell Aerospace Inc. (the “Company”) and its Affiliates for non-U.S. operations.

### Section 2. Definitions

- (a) “Administrator” means the Company’s Senior Vice President, Chief Human Resources Officer.
- (b) “Affiliate” means any plant, branch, location, operation, division or subsidiary of the Company.
- (c) “Board” means the Board of Directors of the Company.
- (d) “Common Stock” means the Company’s common stock, par value \$0.01 per share.
- (e) “Effective Date” means the date on which the spin-off of the Company from Honeywell International Inc. is consummated.
- (f) “Eligible Employees” means those full-time or part-time employees or statutory directors employed by an Employer outside the United States of America on or after the Effective Date.
- (g) “Employer” means the Company and any Affiliate that is authorized to, and that elects to, participate in a Sub-plan.
- (h) “Participant” means an Eligible Employee who participates in a Sub-plan.
- (i) “Sub-plan” means a plan, program, scheme or arrangement maintained or adopted by an Employer to provide equity incentives for Eligible Employees.

### Section 3. Share Limitation

The maximum number of shares of Common Stock that are available in the aggregate pursuant to Sub-plans adopted hereunder is 500,000 shares. Such shares may be either authorized but unissued shares, shares purchased on the market, treasury shares or any combination of the foregoing. Shares offered but not in fact delivered pursuant to a Sub-plan, shares delivered to, but subsequently forfeited by, a Participant, and shares subject to grants, awards or incentives that are settled in cash rather than the delivery of shares, shall not count against such limit.

### Section 4. Terms and Conditions to be Set Forth in Sub-plans

All shares delivered pursuant to the Plan shall be delivered in accordance with the terms and conditions of a Sub-plan. Each Sub-plan shall be set forth in writing and shall be listed on

Schedule A. Each Sub-plan shall permit participation by a specified group of Eligible Employees, a substantial majority of whom shall not be executive employees on terms and conditions that do not materially favor executive employees. Each Sub-plan shall include such additional terms and conditions as the Employer, the Administrator and the Chief Executive Officer of the Company (or his delegate) shall determine to be necessary or appropriate to accomplish the purposes thereof consistent with the terms hereof. In the event of any inconsistency between the terms of any Sub-plan and the terms hereof, the terms hereof shall govern.

#### **Section 5. Payment for Shares**

Each Sub-plan shall require that payment for shares to be delivered pursuant to a Sub-plan shall be made in such form and in such amounts as are required by applicable law and the rules and regulations of any exchange or regulatory agency having authority in the manner.

#### **Section 6. Dividends and Voting Rights**

No Participant shall have any rights with respect to any shares to be delivered pursuant to any Sub-plan unless and until such shares are deemed to be issued, outstanding and owned by such Participant for purposes of such Sub-plan, as determined by the Administrator in his absolute discretion.

#### **Section 7. Administration**

The Plan and each Sub-plan shall be administered by the Administrator and/or by such person or persons (including any employee or director of the Company or an Affiliate) duly appointed by the Administrator and having such powers as shall be specified by the Administrator, or in the case of a Sub-plan, as provided in such Sub-plan. The Administrator or his delegates shall have the authority, consistent with the Plan and each Sub-plan, to interpret the Plan and each Sub-plan (including, without limitation, any schedules or appendices attached hereto), to adopt, amend, and rescind rules and regulations for the administration of the Plan and such Sub-plan and to make all determinations in connection therewith which may be necessary or advisable, and all such actions shall be binding and conclusive for all purposes under the Plan and such Sub-plan. No employee of the Company or an Affiliate to whom any duty or power relating to the administration or interpretation of the Plan or any Sub-plan has been delegated shall be liable for any action, omission or determination relating to the Plan or any Sub-plan and the Company shall indemnify and hold harmless each such employee against any cost, expense (including reasonable attorneys' fees) or liability arising out of any action, omission or determination relating to the Plan or any Sub-plan, unless, in either case, such action, omission or determination was taken or made by such employee in bad faith and without reasonable belief that it was in the best interests of the Company.

#### **Section 8. Amendment or Termination**

(a) *Amendment.* The Plan (including, without limitation, Schedule A attached hereto) may be amended at any time and from time to time by the Chief Executive Officer of the Company (or his delegate) without the approval of shareowners of the Company; provided

further that no revision to the Plan will be effective until the amendment is approved by the shareowners of the Company if such approval is required by the rules of the Nasdaq Stock Market. No amendment of the Plan made without the Participant's written consent may adversely affect any right of a Participant with respect to contributions paid or shares of Common Stock purchased or held under the Plan unless such amendment is necessary to comply with applicable law.

(b) *Termination.* The Plan will terminate upon the earlier of the following dates or events to occur (i) the adoption of a resolution of the Chief Executive Officer of the Company terminating all Sub-plans with respect to all of the then Employers and (ii) the 10th anniversary of the Effective Date.

#### **Section 9. Governing Law**

The Plan and its provisions shall be construed in accordance with the laws of the State of Delaware, United States of America, except to the extent otherwise required by the laws of the applicable local jurisdiction.

#### **Section 10. Anti-Dilution**

In the event of any change in the number of shares of Common Stock outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change, the maximum aggregate number of shares of available under the Plan and under each Sub-plan shall be appropriately adjusted by the Administrator.

Each award or other right made pursuant to a Sub-plan shall be subject to adjustment as provided in this paragraph, except to the extent inconsistent with the requirements of applicable law. Unless otherwise provided in a Sub-plan, subject to any required action by the shareholders of the Company, in the event of any change in the number of shares of Common Stock outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change or other change relating to the capitalization of the Company, the Committee shall, to the extent deemed appropriate by the Committee, adjust the number of shares of Common Stock subject to, or other terms and conditions of, any such award or right that is outstanding at the time of such event, including without limitation the cancellation or replacement of such award or right.

Except as expressly provided in the Plan or in any Sub-plan, no Participant shall have any rights by reason of any event described in this Section.

**Schedule A**

**List of Sub-plans**

- Aerospace Technologies UK Sharebuilder Plan
- Honeywell Aerospace Ireland Share Participation Scheme

June 29, 2026

Honeywell Aerospace Inc.  
1944 E Sky Harbor Cir N  
Phoenix, AZ 85034

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Honeywell Aerospace Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto), under the Securities Act of 1933, as amended (the "Securities Act"), relating to the issuance by the Company of up to 35,000,000 shares of common stock, par value \$0.01 per share, which may be issued pursuant to the 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (the "Stock Incentive Plan"), and up to 500,000 shares of common stock, par value \$0.01 per share, of the Company, which may be issued pursuant to the Honeywell Aerospace Global Employee Stock Plan (the "Global Stock Plan" and, together with the Stock Incentive Plan, the "Plans"), and such shares of common stock collectively, the "Shares").

In our capacity as special counsel to the Company and in connection with the opinion set forth herein, we have examined the originals, or duplicates or certified or conformed copies, of such corporate records, agreements, documents and other instruments, including the certificate of incorporation and bylaws of the Company, in each case, as amended through the date hereof, and have made such other investigations as we have deemed relevant and necessary in connection with the opinion set forth below. As to questions of fact material to this opinion, we have relied upon oral and written representations of officers and representatives of the Company and certificates or comparable documents of public officials and of officers and representatives of the Company. In addition, we have assumed that the applicable Plan will be effective at the time that the Shares will be issued and delivered.

In making such examination and rendering the opinion set forth below, we have assumed without verification the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, and the legal capacity of all individuals executing any of the foregoing documents.

In rendering the opinion set forth below, we have also assumed that the Shares, when issued, will be duly authenticated by the transfer agent and registrar for the Shares and that the certificates, if any, evidencing the Shares to be issued will be manually signed by one of the authorized officers of the transfer agent and registrar for the Shares and registered by such transfer agent and registrar.

We have also assumed that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the applicable Plan, to register and qualify the Shares for sale under all applicable state securities or "blue sky" laws. We have further assumed that there will be no material changes to the documents we have examined and that, at all times prior to the issuance of the Shares, the Company will maintain a sufficient number of authorized but unissued shares of common stock, par value \$0.01 per share, available for such issuance.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that when the Shares have been issued and delivered pursuant to the terms and conditions set forth in the Registration Statement, the prospectus delivered to participants in the applicable Plan and the applicable Plan, the Shares will be legally issued, fully paid and nonassessable.

We do not express any opinion herein concerning any law other than the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing). This opinion letter is being furnished solely in connection with the offer, sale

and issuance of the Shares and may not be used, quoted, relied upon or otherwise referred to for any other purpose without our prior written consent.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. We assume no obligation to advise you or any other person, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date of effectiveness of the Registration Statement that might affect the opinions expressed herein.

Very truly yours,

/s/ Wachtell, Lipton, Rosen &  
Katz

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 20, 2026 relating to the financial statements of Honeywell Aerospace Inc. appearing in (1) Amendment No. 2 to the Registration Statement on Form 10 of Honeywell Aerospace Inc. (Registration No. 001-43173) filed on June 8, 2026 and (2) the Current Report on Form 8-K of Honeywell Aerospace Inc. filed on June 15, 2026.

/S/ DELOITTE & TOUCHE LLP  
Tempe, Arizona  
June 29, 2026