

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15 (d) of The
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) — February 13, 2018

INGERSOLL-RAND PUBLIC LIMITED COMPANY

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation)

001-34400
(Commission
File Number)

98-0626632
(I.R.S. Employer
Identification No.)

**170/175 Lakeview Drive
Airsides Business Park
Swords, Co. Dublin
Ireland**

(Address of principal executive offices, including zip code)

+(353)(0)18707400
(Registrant's phone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2):

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 any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 7.01. Regulation FD Disclosure.

In connection with the Offering (as defined below in Item 8.01) by Ingersoll-Rand Global Holding Company Limited (the “Issuer”), a wholly-owned subsidiary of Ingersoll-Rand plc (the “Company”) and the redemption (the “Redemption”) of the 6.875% Senior Notes due 2018 (the “2018 Notes”) and the 2.875% Senior Notes due 2019 (the “2019 Notes”), the redemption premium expense, before tax, for the early retirement of the 2018 Notes and the 2019 Notes will be approximately \$16 million. As a result of the Offering and the Redemption, the Company expects to reduce its interest expense on an annualized basis by approximately \$19 million per year (before tax costs). For the year 2018, since the new financing occurred in February and the Company anticipates settling the redemption in March, the Company will not have a full year of interest savings and will incur interest on both notes during the redemption notice period. As a result, the Company expects net savings before tax in 2018 of approximately \$11 million, excluding the impact of the redemption expense.

Item 8.01. Other Events.

On February 13, 2018, the Issuer priced the previously announced offering (the “Offering”) of \$300 million aggregate principal amount of 2.900% Senior Notes due 2021, \$550 million aggregate principal amount of 3.750% Senior Notes due 2028 and \$300 million aggregate principal amount of 4.300% Senior Notes due 2048 (collectively, the “Notes”). The Notes will be guaranteed by the Company and by Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, each of which is a wholly-owned subsidiary of the Company (collectively, the “Guarantors”). In connection with the Offering, the Issuer and the Guarantors entered into an underwriting agreement, dated as of February 13, 2018 (the “Underwriting Agreement”), with Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters named therein.

The foregoing description is a summary of the Underwriting Agreement and does not purport to be a complete statement of the parties’ rights and obligations thereunder. The foregoing description is qualified in its entirety by reference to the full text of the Underwriting Agreement, a copy of which is attached as Exhibit 1.1 to this Current Report on Form 8-K and incorporated by reference herein.

The Offering of the Notes was made pursuant to a shelf registration statement on Form S-3ASR (File No. 333-221265), which became effective upon filing with the Securities and Exchange Commission (the “SEC”) on November 1, 2017. A prospectus supplement, dated February 13, 2018, relating to the Offering of Notes and supplementing the prospectus was filed with the SEC pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

Exhibits No	Description
1.1	<u>Underwriting Agreement, dated as of February 13, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters.</u>

SIGNATURES

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

INGERSOLL-RAND PLC

(Registrant)

Date: February 20, 2018

/s/ Evan M. Turtz

Secretary

INGERSOLL-RAND GLOBAL HOLDING COMPANY LIMITED

\$1,150,000,000**\$300,000,000 2.900% Senior Notes due 2021****\$550,000,000 3.750% Senior Notes due 2028****\$300,000,000 4.300% Senior Notes due 2048**

Underwriting Agreement

February 13, 2018

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

As representatives of the several Underwriters
named in Schedule I hereto

Ladies and Gentlemen:

Ingersoll-Rand Global Holding Company Limited, a Delaware corporation, (the “Company”), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the “Underwriters”), for whom Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives (the “Representatives” or “you”), an aggregate of \$300,000,000 principal amount of 2.900% Senior Notes due 2021 (the “2021 Notes”), an aggregate of \$550,000,000 principal amount of 3.750% Senior Notes due 2028 (the “2028 Notes”) and an aggregate of \$300,000,000 principal amount of 4.300% Senior Notes due 2048 (the “2048 Notes” and together with the 2021 Notes and the 2028 Notes, the “Notes”). The Notes will be guaranteed (the “Guarantees”) on a senior, unsecured basis by Ingersoll-Rand public limited company (“IR plc”), an Irish public limited company and the ultimate parent of the Company, Ingersoll-Rand Irish Holdings Unlimited Company, an Irish private unlimited company and a wholly-owned subsidiary of IR plc (“IR Unlimited”), Ingersoll-Rand Lux International Holding Company S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) and a wholly-owned subsidiary of IR plc (“IR International”), Ingersoll-Rand Luxembourg Finance S.A., a Luxembourg public company limited by shares

(*société anonyme*) (“IR Lux”) and Ingersoll-Rand Company, a New Jersey corporation (“IR Company” and, together with IR plc, IR Unlimited, IR International and IR Lux the “Guarantors”), pursuant to the terms of the Indenture (as defined below). The Notes and the Guarantees are hereinafter collectively called the “Securities.”

The Securities will be issued pursuant to an Indenture (the “Base Indenture”) to be dated as of February 21, 2018 among the Company, the Guarantors and Wells Fargo Bank, N.A., as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture to be dated as of February 21, 2018 among the Company, the Guarantors and the Trustee, related to the 2021 Notes (the “2021 Notes Supplemental Indenture”), the Second Supplemental Indenture to be dated as of February 21, 2018 among the Company, the Guarantors and the Trustee, related to the 2028 Notes (the “2028 Notes Supplemental Indenture”) and the Third Supplemental Indenture to be dated as of February 21, 2018 among the Company, the Guarantors and the Trustee, related to the 2048 Notes (the “2048 Notes Supplemental Indenture,” and together with the 2021 Notes Supplemental Indenture and the 2028 Notes Supplemental Indenture, the “Supplemental Indentures”). The Base Indenture together with the Supplemental Indentures are referred to herein as the “Indenture.”

1. Each of the Company and the Guarantors, jointly and severally, represents and warrants to, and agrees with, each of the Underwriters that:

- (a) IR plc meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the “Act”). An “automatic shelf registration statement” as defined under Rule 405 under the Act on Form S-3 (File No. 333-221265) in respect of the Securities has been filed with the Securities and Exchange Commission (the “Commission”) not earlier than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued and no proceeding for that purpose has been initiated or threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by IR plc (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the “Basic Prospectus”; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a “Preliminary Prospectus”; the various parts of such registration statement, including all exhibits thereto but excluding Form T-1 and including any prospectus supplement relating to the Securities that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the “Registration Statement”; the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the “Pricing Prospectus”; the form of the final prospectus relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof is hereinafter called the “Prospectus”; any reference herein to the Basic Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and incorporated therein, in each case after the date of the Basic Prospectus, such Preliminary Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of IR plc filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that

is incorporated by reference in the Registration Statement; and any “issuer free writing prospectus” as defined in Rule 433 under the Act relating to the Securities is hereinafter called an “Issuer Free Writing Prospectus”);

- (b) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”) and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company or a Guarantor by an Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the following in the Preliminary Prospectus and the Prospectus under the captions “Underwriting”: the fourth sentence of the second paragraph, the second sentence of the fifth paragraph, and the sixth, seventh and eighth paragraphs;
- (c) For the purposes of this Agreement, the “Applicable Time” is 4:00 p.m. (Eastern time) on the date of this Agreement; the Pricing Prospectus as supplemented by the final term sheet prepared and filed pursuant to Section 5(a) hereof, taken together (collectively, the “Pricing Disclosure Package”) as of the Applicable Time and (ii) any investor presentation or electronic road show listed on Schedule IV (the “Additional Issuer Information”), when taken together with the Pricing Disclosure Package, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II(a) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company or a Guarantor by an Underwriter through the Representatives expressly for use therein;
- (d) The documents incorporated by reference in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; any further documents so filed and incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company or a Guarantor by an Underwriter through the Representatives expressly for use therein; and no such documents were filed with the Commission since the Commission’s close of business on the business day immediately prior to the date

of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b) hereto;

- (e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company or a Guarantor by an Underwriter through the Representatives expressly for use therein;
- (f) Since the date as of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the business and operations, financial position, stockholders' equity or results of operations of IR plc and its subsidiaries taken as a whole, except as disclosed in the Pricing Prospectus and the Prospectus;
- (g) The Company is duly incorporated and validly existing as a public company under the laws of its jurisdiction of incorporation, with corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business under the laws of each other jurisdiction in which the nature of the business it transacts or the properties it owns or leases requires such qualification except where such failures to be so qualified would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries taken as a whole;
- (h) Each Guarantor is duly incorporated and validly existing as a company under the laws of its jurisdiction of incorporation, with corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business under the laws of each other jurisdiction in which the nature of the business it transacts or the properties it owns or leases requires such qualification except where such failures to be so qualified would not, individually or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries taken as a whole;
- (i) The Base Indenture and each Supplemental Indenture have been duly authorized by the Company and each Guarantor, and as of the Time of Delivery (as defined herein) the Base Indenture and each Supplemental Indenture will have been validly executed and delivered by the Company and each Guarantor. When the Indenture has been duly executed and delivered by the Company and each Guarantor, assuming due authorization, execution and delivery thereof by the Trustee, the Indenture will constitute a valid and legally binding instrument of the Company and each Guarantor, enforceable against the Company and each Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equity principles;
- (j) The Notes have been duly authorized by the Company, and, when issued and delivered pursuant to this Agreement and duly authenticated by the Trustee in accordance with the Indenture, the Notes will have been duly executed, issued and delivered by the Company and will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms and entitled to the benefits provided by the Indenture, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and

to general equity principles; this Agreement has been duly authorized, executed and delivered by the Company; and the Notes, this Agreement and the Indenture will conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Prospectus;

- (k) Each of the Guarantees has been duly authorized by the applicable Guarantor, and, when such Guarantees endorsed on the Securities are executed by such Guarantors, and when the Notes are issued, executed and delivered pursuant to this Agreement and duly authenticated by the Trustee in accordance with the Indenture and delivered and paid for by the Underwriters, such Guarantees will have been duly executed and issued by such Guarantors and will constitute valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms and entitled to the benefits provided by the Indenture, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equity principles; this Agreement has been duly authorized, executed and delivered by the Guarantors; and the Guarantees will conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Prospectus;
- (l) The execution, delivery and performance by the Company and the Guarantors of the Notes, the Indenture, the Guarantees and this Agreement, as applicable, the issue and sale of the Securities, the compliance by the Company and the Guarantors with all of the provisions of the Notes, the Indenture, the Guarantees and this Agreement, as applicable, with respect thereto, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or the Guarantors pursuant to, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any Guarantor is a party, or by which the Company or any Guarantor is bound, or to which any of the property or assets of the Company or the Guarantors is subject, nor will such action result in any violation of the provisions of the articles of association of the Company or the certificate of incorporation, memorandum of association, by-laws or any other constitutional document, as the case may be, of any Guarantor or any statute, order, rule, judgment or regulation (except for state securities or Blue Sky laws, rules and regulations, as to which neither the Company nor the Guarantors make any representation) of any court or governmental agency or body having jurisdiction over the Company or the Guarantors, or any of the properties of the Company or the Guarantors; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Notes or the issue of the Guarantees or the consummation by the Company or the Guarantors of the other transactions contemplated by this Agreement or the Indenture except such as have been, or will have been prior to the Time of Delivery, obtained under Luxembourg and Irish law and such consents, approvals, authorizations, registrations and qualifications as may be required under (i) state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters and (ii) the Trust Indenture Act of 1939 (the "Trust Indenture Act");
- (m) Other than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending or, to the best of the Company's or the Guarantors' knowledge, threatened to which the Company, the Guarantors or any of their respective subsidiaries, is a party or of which any property of the Company, the Guarantors or any of their respective subsidiaries is the subject, which individually or in the aggregate would reasonably be expected to have a material adverse effect on the consolidated financial position, shareholders' equity or results of operations of IR plc and its subsidiaries taken as a whole;
- (n) In order to ensure the legality, validity, enforceability and admissibility into evidence of this Agreement in Luxembourg or Ireland, as the case may be, it is not, except as disclosed in the Prospectus regarding enforceability in Luxembourg, necessary that this Agreement or any other ancillary instrument or

document be filed or recorded with any court or other authority in Luxembourg or Ireland, as the case may be, or that any stamp, registration or similar tax be paid in Luxembourg or Ireland, as the case may be, on or in respect of this Agreement or any such other ancillary document. Except as disclosed in the Pricing Disclosure Package and the Prospectus, under current laws and regulations of Luxembourg and Ireland, all interest, principal, premium, if any, and other payments due or made on the Securities made to holders thereof will not be subject to withholding or other similar taxes under laws and regulations of Luxembourg or Ireland, as the case may be, including any taxing authority thereof or therein, and such payments will otherwise be free and clear of any other tax, duty, withholding or deduction in Luxembourg or Ireland, as the case may be, including any taxing authority thereof or therein, and may be made without the necessity of obtaining any governmental authorization in Luxembourg or Ireland, as the case may be, including any taxing authority thereof or therein;

- (o) Neither the Company nor the Guarantors, nor any of the subsidiaries of IR plc listed in Annex I hereto (collectively, the “Significant Subsidiaries”), is (i) in violation of its articles of association, charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound or to which any of the property or assets of the Company or any Guarantor is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a material adverse effect on the consolidated financial position, shareholders’ equity or results of operations of IR plc and its subsidiaries taken as a whole.
- (p) IR plc maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by IR plc’s principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles; IR plc has carried out evaluations of the effectiveness of its internal control over financial reporting as required by Rule 13a-15 under the Exchange Act and, as of date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, such internal control over financial reporting is effective, and IR plc is not aware of any material weaknesses in its internal control over financial reporting;
- (q) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, there has been no change in IR plc’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, IR plc’s internal control over financial reporting;
- (r) IR plc maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to IR plc and its subsidiaries is made known to IR plc’s principal executive officer and principal financial officer by others within those entities; such disclosure controls and procedures are effective as of the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus; and since such date, there has been no change to IR plc’s disclosure controls and procedures that has materially affected, or is reasonably likely to materially affect IR plc’s disclosure controls and procedures;

- (s) There is and has been no failure on the part of IR plc or any of its directors or officers, in their capacities as such, to comply in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”);
- (t) Except as set forth in the Pricing Disclosure Package and the Prospectus, (i) neither the Company nor the Guarantors nor any of their respective subsidiaries nor, to the knowledge of the Company and the Guarantors, any director, officer, agent, employee or affiliate of the Company, the Guarantors or any of their respective subsidiaries, respectively, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and (ii) the Company, the Guarantors and their respective subsidiaries, and, to the knowledge of the Company and the Guarantors, their respective affiliates, have each conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith, except in the case of each of (i) and (ii) above as would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries taken as a whole;
- (u) The operations of each of the Company, the Guarantors and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping in all material respects and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Guarantors or any of their subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company and the Guarantors, threatened;
- (v) Neither the Company nor the Guarantors nor any of their respective subsidiaries nor, to the knowledge of the Company and the Guarantors, any respective director, officer, agent, employee or affiliate of the Company, the Guarantors or any of their respective subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”); neither the Company nor the Guarantors or their respective subsidiaries will directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC;
- (w) (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time IR plc or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, IR plc was a “well-known seasoned issuer” as defined in Rule 405 under the Act; and (B) (i) at the time of filing the Registration Statement and (ii) at the earliest time after the filing of the Registration Statement that IR plc or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities, IR plc was not an “ineligible issuer” as defined in Rule 405 under the Act;

- (x) PricewaterhouseCoopers LLP, who has certified certain financial statements of IR plc and its subsidiaries, is an independent registered public accounting firm with respect to IR plc and its subsidiaries, within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Act;
- (y) The financial statements and the related notes thereto included or incorporated by reference in the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Act, the Exchange Act and the applicable rules and regulations of the Commission thereunder, as applicable, and present fairly in all material respects (A) the financial position of IR plc and its subsidiaries, taken as a whole, as of the dates indicated, and (B) the results of operations and cash flows for the periods specified; in each case, such financial statements have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby; and the assumptions underlying the pro forma financial information and the related notes thereto included in the Pricing Disclosure Package and the Prospectus are reasonable and are set forth in the Pricing Disclosure Package and the Prospectus;
- (z) Prior to the date hereof, none of the Company, the Guarantors or any of their respective affiliates has taken any action which is designed to or which has constituted or which might have been expected to cause or result in stabilization or manipulation of the price of any of the Securities;
- (aa) IR plc is subject to Section 13 or 15(d) of the Exchange Act;
- (bb) Each of the Company and the Guarantors is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be an “investment company”, as such term is defined in the United States Investment Company Act of 1940, as amended (the “Investment Company Act”);
- (cc) Neither the Company nor any person acting on its behalf (other than the Underwriters, as to which no representation is made) has offered or sold the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Act or, with respect to Securities sold outside the United States to non-U.S. persons (as defined in Rule 902 under the Act), by means of any directed selling efforts within the meaning of Rule 902 under the Act and the Company, any affiliate of the Company and any person acting on its or their behalf has complied with and will implement the “offering restriction” within the meaning of such Rule 902;
- (dd) IR plc and each of its subsidiaries have filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof (except where the failure to file would not reasonably be expected to have a material adverse effect with respect to IR plc and its consolidated subsidiaries, taken as a whole) and have paid all taxes required to be paid thereon (except for cases in which the failure to pay would not reasonably be expected to have a material adverse effect with respect to IR plc and its consolidated subsidiaries, taken as a whole, or except as currently being contested in good faith and for which reserves required by U.S. generally accepted accounting principles have been created), and the Company has no knowledge of any tax deficiency which has been or is reasonably likely to be asserted against the Company which would reasonably be expected to have a material adverse effect with respect to IR plc and its consolidated subsidiaries, taken as a whole, other than those for which reserves required by U.S. generally accepted accounting principles have been created; and
- (ee) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, (i) at a purchase price of 99.388% of the principal amount thereof, plus accrued interest, if any, from February 21, 2018 to the Time of Delivery hereunder, the principal amount of the 2021 Notes set forth opposite the name of such Underwriter in Schedule I hereto, (ii) at a purchase price of 99.101% of the principal amount thereof, plus accrued interest, if any, from February 21, 2018 to the Time of Delivery hereunder, the principal amount of the 2028 Notes set forth opposite the name of such Underwriter in Schedule I hereto and (iii) at a purchase price of 98.774% of the principal amount thereof, plus accrued interest, if any, from February 21, 2018 to the Time of Delivery hereunder, the principal amount of the 2048 Notes set forth opposite the name of such Underwriter in Schedule I hereto.
 3. Upon the authorization by the Representatives of the release of the Securities, the several Underwriters propose to offer the Securities for sale upon the terms and conditions set forth in this Agreement and the Prospectus.
 4. (a) The Securities to be purchased by each Underwriter hereunder will be represented by one or more definitive global notes in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian. The Company will deliver the Securities to the Representatives, for the account of each Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer in Federal (same day) funds, by causing DTC to credit the Securities to the account of the Representatives at DTC. The Company will cause the certificates representing the Securities to be made available to the Representatives for checking at least twenty-four hours prior to the Time of Delivery (as defined below) at the office of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (the “Closing Location”). The time and date of such delivery and payment shall be at or prior to 2:00 p.m., New York City time, on February 21, 2018 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the “Time of Delivery”.
 - (b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross-receipt for the Securities and any additional documents requested by the Underwriters pursuant to Section 8(k) hereof, will be delivered at such time and date at the Closing Location, and the Securities will be delivered at DTC or its designated custodian, all at the Time of Delivery. A meeting will be held at the Closing Location at 5:00 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, “New York Business Day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.
5. The Company agrees with each of the Underwriters:
 - (a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the date of this Agreement; to make no further amendment or any supplement to the Registration Statement, the Basic Prospectus or the Prospectus prior to the Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to prepare a final term sheet, containing solely a description of the Securities, in the form provided in Schedule III hereto and to file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section

13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Securities; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Securities, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Securities by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement);

- (b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof;
- (c) Promptly from time to time to take such action as you may reasonably request to qualify the Securities for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities, provided that in connection therewith none of the Company or any Guarantor shall be required to qualify as a foreign corporation, to file a general consent to service of process or to subject itself to taxation in any jurisdiction;
- (d) To furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Securities at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

- (e) To make generally available to its securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);
 - (f) During the period beginning from the date hereof and continuing until the Time of Delivery, not to offer, sell contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to any securities of the Company that are substantially similar to any series of the Securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing without the Representatives prior written consent;
 - (g) To pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act;
 - (h) Unless such documents are publicly available on EDGAR, to furnish to the holders of the Securities as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the date of the Prospectus), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; and
 - (i) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds."
6. (a)(i) The Company represents and agrees that, other than the final term sheet prepared and filed pursuant to Section 5(a) hereof, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the Act;
- (ii) each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, other than one or more term sheets relating to the Securities containing customary information and conveyed to purchasers of Securities, it has not made and will not make any offer relating to the Securities that would constitute a free writing prospectus; and
 - (iii) any such free writing prospectus the use of which has been consented to by the Company and the Representatives (including the final term sheet prepared and filed pursuant to Section 5(a) hereof) is listed on Schedule II(a) hereto.
- (b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and
 - (c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document

which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

7. Each of the Company and the Guarantors jointly and severally covenants and agrees with the several Underwriters that the Company and the Guarantors will jointly and severally pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's and the Guarantors' counsel and accountants in connection with the issue of the Notes and the Guarantees and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing this Agreement, the Indenture, the Blue Sky Memorandum, closing documents and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable and documented fees and disbursements of external counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) the cost of preparing the Notes and the Guarantees; (vi) the fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; (vii) any stamp or transfer taxes in connection with the original issuance and sale of the securities; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.
8. The obligations of the Underwriters hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Guarantors herein are, at and as of the Time of Delivery, true and correct, the condition that the Company and the Guarantors shall have performed in all material respects all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:
 - (a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; the final term sheet contemplated by Section 5(a) hereof, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;
 - (b) Davis Polk & Wardwell LLP, counsel for the Underwriters, shall have furnished to you such opinion or opinions, dated the Time of Delivery, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

- (c) Simpson Thacher & Bartlett LLP, counsel for the Company, shall have furnished to you their written opinion and negative assurance letter, dated the Time of Delivery, substantially to the effect set forth in Exhibit A.
- (d) Loyens & Loeff Luxembourg SARL, Luxembourg counsel for IR Lux and IR International, shall have furnished to the Representatives their written opinion, dated the Time of Delivery, substantially to the effect set forth in Exhibit B.
- (e) Arthur Cox, Irish counsel for IR plc and IR Unlimited, shall have furnished to you their written opinion, dated the Time of Delivery, substantially to the effect set forth in Exhibit C.
- (f) McCarter & English, LLP, New Jersey counsel for IR Company, shall have furnished to you their written opinion, dated the Time of Delivery, substantially to the effect set forth in Exhibit D.
- (g) Evan M. Turtz, Vice President and Secretary of IR plc shall have furnished to the Representatives his written opinion, dated the Time of Delivery, substantially to the effect set forth in Exhibit E.
- (h) On the date of the Prospectus prior to the execution of this Agreement and also at the Time of Delivery, PricewaterhouseCoopers LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;
- (i) Since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change or any development involving a prospective change in or affecting the business and operations, financial position, stockholders' equity or results of operations of IR plc and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in this Agreement and in the Prospectus;
- (j) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization", as that term is defined under Section 3(a)(62) under the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;
- (k) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in the Prospectus;
- (l) The Company shall have complied with the provisions of Section 5(e) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and
- (m) The Company and the Guarantors shall have furnished or caused to be furnished to you at the Time of Delivery certificates of officers of the Company and the Guarantors satisfactory to you as to the accuracy of the representations and warranties of the Company and the Guarantors herein at and as of such Time of Delivery, as to the performance by the Company and the Guarantors of all of their respective obligations

hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (i) of this Section and as to such other matters as you may reasonably request.

9. (a) Each of the Company and the Guarantors will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Additional Issuer Information, any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that neither the Company nor any Guarantor shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein.
- (b) Each Underwriter will indemnify and hold harmless each of the Company and the Guarantors against any losses, claims, damages or liabilities to which the Company and the Guarantors may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company and the Guarantors for any legal or other expenses reasonably incurred by the Company and any Guarantor in connection with investigating or defending any such action or claim as such expenses are incurred.
- (c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection, except to the extent that the indemnifying party has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party, provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have been advised by its counsel that representation of such indemnified party and the indemnifying party by the same counsel would be inappropriate (whether or not such representation by the same counsel has been proposed)

under applicable standards of professional conduct due to actual or potential differing interests or defenses between them, the indemnified party or parties shall have the right to select separate counsel or participate in the defense of such action on behalf of such indemnified party or parties, and, upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party in connection with the defense thereof unless the indemnified party shall have employed separate counsel in accordance with the preceding proviso (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel, approved by the Representatives in the case of paragraph (a) of this Section 9, representing the indemnified parties under such paragraph (a) who are parties to such action, unless the indemnified parties shall have been advised in writing by its counsel that representation of such indemnified parties by the same counsel would be inappropriate (whether or not such representation by the same counsel has been proposed) under applicable standards of professional conduct due to actual or potential differing interests or defenses between them). No indemnifying party will (i) without the prior written consent of each of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action), unless such settlement, compromise or consent (A) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (B) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent, but if settled with the consent of the indemnifying party or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

- (d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Underwriters on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantors on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Guarantors bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were

treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to investors were offered to investors exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

- (e) The obligations of the Company and the Guarantors under this Section 9 shall be in addition to any liability which the Company and the Guarantors may otherwise have and shall extend, upon the same terms and conditions, to any affiliate of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and the Guarantors and to each person, if any, who controls the Company or any Guarantor within the meaning of the Act.
10. (a) If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, the Representatives may in their discretion arrange for the Representatives or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Securities on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company that they have so arranged for the purchase of such Securities, or the Company notifies the Representatives that it has so arranged for the purchase of such Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Prospectus, or in any other documents or arrangements, and the Company agrees to prepare promptly any amendments to the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.
- (b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-tenth of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities which such Underwriter agreed to purchase hereunder and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Securities which such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.
 - (c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-tenth of the aggregate

principal amount of all the Securities, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Securities of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or any Guarantor, except for the expenses to be borne by the Company and the Underwriter as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantors and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company or any Guarantor, or any officer or director or controlling person of the Company or any Guarantor, and shall survive delivery of and payment for the Securities.
12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company and the Guarantors shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, the Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Securities, but the Company and the Guarantors shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.
13. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the representatives at (i) in care of Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department, (ii) J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, fax: 212 834 6081; Attention: Investment Grade Syndicate Desk, and (iii) Merrill Lynch, Pierce, Fenner & Smith Incorporated, 50 Rockefeller Plaza, NY 1-050-12-02, New York, New York 10020, Facsimile: (646) 855-5958, Attention: High Grade Transaction Management/Legal, and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Prospectus, Attention: Vice President and Treasurer, with a copy to: Senior Vice President and General Counsel; if to a Guarantor shall be sufficient in all respects if delivered or sent by registered mail to the address of such Guarantor set forth in the Prospectus, Attention: Vice President and Treasurer, with a copy to: Senior Vice President and General Counsel.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the underwriters to properly identify their respective clients.
14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company, the Guarantors and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and the Guarantors and each person who controls the Company, any Guarantor or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.
15. Time shall be of the essence of this Agreement.

16. Each of the Company and the Guarantors acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Guarantors, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or any Guarantor, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Guarantor with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Guarantor on other matters) or any other obligation to the Company or any Guarantor except the obligations expressly set forth in this Agreement and (iv) each of the Company and the Guarantors has consulted its own legal and financial advisors to the extent it deemed appropriate. Each of the Company and the Guarantors agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Guarantor, in connection with such transaction or the process leading thereto.
17. This Agreement supersedes all prior agreements and understandings (whether written or oral) among the Company, the Guarantors and the Underwriters, or any of them, with respect to the subject matter hereof.
18. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed therein. Each of the Company and the Guarantors agrees that any suit, action or proceeding against it brought by any Underwriter, the affiliates, directors, officers and employees of any Underwriter, or by any person who controls any Underwriter, arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any federal or state court located in the State of New York, County of New York (each a "New York Court"), and waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. Each Underwriter agrees that any suit, action or proceeding against it brought by the Company, any Guarantor, or the affiliates, directors, officers and employees of the Company or any Guarantor, or by any person who controls the Company or any Guarantor, arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any New York Court, and waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. Each of the Company and the Guarantors has appointed Ingersoll-Rand Company as its authorized agent (the "Authorized Agent") upon whom process may be served in any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated herein which may be instituted in any New York Court, by any Underwriter, the affiliates, directors, officers and employees of any Underwriter, or by any person who controls any Underwriter, and expressly accepts the exclusive jurisdiction of any such court in respect of any such suit, action or proceeding. Each of the Company and the Guarantors hereby represents and warrants that the Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and each of the Company and the Guarantors agrees to take any and all action, including the filing of any and all documents that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Company or any Guarantor, as applicable. To the extent that the Company or any Guarantor has or hereafter may acquire any immunity from jurisdiction of any court (including, without limitation, any court in the United States, the State of New York, Luxembourg, Ireland or any political subdivision thereof) or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property or assets, this Agreement, or any other documents or actions to enforce judgments in respect of any thereof, it hereby irrevocably waives such immunity, and any defense based on such immunity, in respect of its obligations under the above-referenced documents and the transactions contemplated thereby, to the full extent permitted by law. The provisions of this Section 18 shall survive any termination of this Agreement, in whole or in part.

19. Each of the Company, the Guarantors and the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.
21. Notwithstanding anything herein to the contrary, the Company (and the Company's employees, representatives, and other agents) are authorized to disclose to any and all persons, the tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters' imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax treatment" means U.S. federal and state income tax treatment, and "tax structure" is limited to any facts that may be relevant to that treatment.

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and the Guarantors. It is understood that your acceptance of this letter on behalf of each of the Underwriter is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

[*Signature page follows*]

Very truly yours,

INGERSOLL-RAND GLOBAL HOLDING COMPANY LIMITED, as Issuer

By: /s/ Scott R. Williams
Name: Scott R. Williams
Title: Assistant Treasurer

INGERSOLL-RAND PUBLIC LIMITED COMPANY, as Guarantor

By: /s/ Scott R. Williams
Name: Scott R. Williams
Title: Assistant Treasurer

INGERSOLL-RAND LUXEMBOURG FINANCE S.A., as Guarantor

By: /s/ Pascal Campaignolle
Name: Pascal Campaignolle
Title: Class A Director

By: /s/ Helena Allis
Name: Helena Allis
Title: Class B Director

INGERSOLL-RAND LUX INTERNATIONAL HOLDING COMPANY S.À R.L.,
as Guarantor

By: /s/ Pascal Campaignolle
Name: Pascal Campaignolle
Title: Class A Director

By: /s/ Helena Allis
Name: Helena Allis
Title: Class B Director

[*Signature page to Underwriting Agreement*]

INGERSOLL-RAND IRISH HOLDINGS UNLIMITED COMPANY, as Guarantor

By: /s/ Pascal Campaignolle
Name: Pascal Campaignolle
Title: Director

INGERSOLL-RAND COMPANY, as Guarantor

By: /s/ Scott R. Williams
Name: Scott R. Williams
Title: Assistant Treasurer

[*Signature page to Underwriting Agreement*]

Accepted as of the date hereof:

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC
Merrill Lynch, Pierce, Fenner & Smith
Incorporated

On behalf of themselves as Representatives
and each of the Underwriters

By: Goldman Sachs & Co. LLC

By: /s/ Adam Greene
Name: Adam Greene
Title: Managing Director

By: J.P. Morgan Securities LLC

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

By: Merrill Lynch, Pierce, Fenner & Smith
Incorporated

By: /s/ Andrew Karp
Name: Andrew Karp
Title: Managing Director

[*Signature page to Underwriting Agreement*]

SCHEDULE I

<u>Underwriter</u>	Principal Amount of 2021 Notes to be <u>Purchased</u>	Principal Amount of 2028 Notes to be <u>Purchased</u>	Principal Amount of 2048 Notes to be <u>Purchased</u>
Goldman Sachs & Co. LLC	\$60,000,000	\$110,000,000	\$60,000,000
J.P. Morgan Securities LLC	\$60,000,000	\$110,000,000	\$60,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$54,000,000	\$99,000,000	\$54,000,000
BNP Paribas Securities Corp.	\$21,000,000	\$38,500,000	\$21,000,000
Citigroup Global Markets Inc.	\$21,000,000	\$38,500,000	\$21,000,000
Credit Suisse Securities (USA) LLC	\$21,000,000	\$38,500,000	\$21,000,000
Deutsche Bank Securities Inc.	\$21,000,000	\$38,500,000	\$21,000,000
Mizuho Securities USA LLC	\$21,000,000	\$38,500,000	\$21,000,000
MUFG Securities Americas Inc.	\$21,000,000	\$38,500,000	\$21,000,000
Total	<u>\$300,000,000</u>	<u>\$550,000,000</u>	<u>\$300,000,000</u>

Schedule I

SCHEDULE II

(a) Additional Documents Incorporated by Reference:

None.

(b) Approved Supplemental Disclosure Documents:

None.

Schedule II

SCHEDULE III

Filed pursuant to Rule 433
Issuer Free Writing Prospectus supplementing the
Preliminary Prospectus Supplement
dated February 13, 2018 and the
Prospectus dated November 1, 2017
Registration No. 333-221265

Pricing Term Sheet

to Preliminary Prospectus Supplement Dated: February 13, 2018

Ingersoll-Rand Global Holding Company Limited

Issuer:	Ingersoll-Rand Global Holding Company Limited	Ingersoll-Rand Global Holding Company Limited	Ingersoll-Rand Global Holding Company Limited
Guarantors:	Ingersoll-Rand plc Ingersoll-Rand Irish Holdings Unlimited Company Ingersoll-Rand Lux International Holding Company S.à r.l. Ingersoll-Rand Company Ingersoll-Rand Luxembourg Finance S.A.	Ingersoll-Rand plc Ingersoll-Rand Irish Holdings Unlimited Company Ingersoll-Rand Lux International Holding Company S.à r.l. Ingersoll-Rand Company Ingersoll-Rand Luxembourg Finance S.A.	Ingersoll-Rand plc Ingersoll-Rand Irish Holdings Unlimited Company Ingersoll-Rand Lux International Holding Company S.à r.l. Ingersoll-Rand Company Ingersoll-Rand Luxembourg Finance S.A.
Security Description:	Unsecured Senior Notes Due 2021	Unsecured Senior Notes Due 2028	Unsecured Senior Notes Due 2048
Principal Amount:	\$300,000,000	\$550,000,000	\$300,000,000
Gross Proceeds:	\$299,514,000	\$548,630,500	\$298,947,000
Coupon:	2.900%	3.750%	4.300%
Maturity:	February 21, 2021	August 21, 2028	February 21, 2048
Offering Price:	99.838%	99.751%	99.649%
Yield to Maturity:	2.957%	3.779%	4.321%
Spread to Treasury:	+65 basis points	+95 basis points	+120 basis points
Benchmark Treasury:	UST 2.250% due February 15, 2021	UST 2.750% due February 15, 2028	UST 2.750% due November 15, 2047
Benchmark Treasury Yield:	2.307%	2.829%	3.121%
Interest Payment Dates:	February 21 and August 21	February 21 and August 21	February 21 and August 21
First Interest Payment Date:	August 21, 2018	August 21, 2018	August 21, 2018
Record Dates:	February 6 and August 6	February 6 and August 6	February 6 and August 6
Optional Redemption:	Callable at greater of 100% of principal and make-whole price of T+10 bps	Callable at greater of 100% of principal and make-whole price of T+15 bps Callable at 100% on or after May 21, 2028	Callable at greater of 100% of principal and make-whole price of T+20 bps Callable at 100% on or after August 21, 2047

Schedule III-1

Tax Redemption:	Callable at 100% of principal	Callable at 100% of principal	Callable at 100% of principal
Change of Control:	Putable at 101% of principal	Putable at 101% of principal	Putable at 101% of principal
CUSIP:	45687A AM4	45687A AP7	45687A AN2
ISIN:	US45687AAM45	US45687AAP75	US45687AAN28
Clearing System:	DTC	DTC	DTC
Minimum Denominations:	\$2,000	\$2,000	\$2,000
Increments:	\$1,000	\$1,000	\$1,000
Trade Date:	February 13, 2018	February 13, 2018	February 13, 2018
Settlement Date(**):	February 21, 2018 (T+5)	February 21, 2018 (T+5)	February 21, 2018 (T+5)
Book-Running Managers:	Goldman Sachs & Co. LLC J.P. Morgan Securities LLC Merrill Lynch, Pierce, Fenner & Smith Incorporated BNP Paribas Securities Corp. Citigroup Global Markets Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc. Mizuho Securities USA LLC MUFG Securities Americas Inc.		

(*) An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The rating of the notes should be evaluated independently from similar ratings of other securities. A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

(**) We expect that delivery of the notes will be made against payment therefor on or about the closing date which will be on or about the fifth business day following the date of pricing of the notes (this settlement cycle being referred to as "T+5"). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market are generally required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next two succeeding business days will be required, by virtue of the fact that the notes initially will settle in T+5, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing or the next two succeeding business days should consult their own advisor.

Ingersoll Rand plc has filed a registration statement (including a prospectus and prospectus supplement) with the SEC for the offering of notes by Ingersoll-Rand Global Holding Company Limited to which this communication relates. Before you invest, you should read the prospectus and prospectus supplement in that registration statement and other documents Ingersoll Rand plc has filed with the SEC for more complete information about the issuer, and this offering. You may get these documents for free by visiting EDGAR on the SEC's website at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and the prospectus supplement if you request it by calling Goldman Sachs & Co. LLC toll-free at 1-866-471-2526, J.P. Morgan Securities LLC collect at 1-212-834-4533 or Merrill Lynch, Pierce, Fenner & Smith Incorporated toll-free at 1-800-294-1322.

This pricing term sheet supplements the preliminary form of Prospectus Supplement issued by Ingersoll-Rand Global Holding Company Limited on February 13, 2018 relating to its Prospectus dated November 1, 2017.