

**Notice to Vendor**  
**サプライヤ様への通知**

Mar. 21st, 2022  
2022年3月21日

To: All Suppliers  
From: refer to Appendix – Johnson Controls Company Name (“JCI”)  
宛先：サプライヤ様 各位  
発信：[別表に記載のジョンソンコントロールズ会社名] (以下“JCI”)

Dear Sir/Madam,  
敬啓者：

1. Thank you for your support for our business all this while.  
1. 平素より弊社に格別のご協力を賜り、誠に有難うございます。
2. In order to enhance our cooperation with your good self, and to avoid any potential conflict or dispute about any contractual relationship with our suppliers, we wish to highlight the following points which are of utmost importance to JCI in respect of its contractual arrangement with its suppliers across the globe:  
2. サプライヤ様との良好な協力関係を更に強め、また契約関係についての対立や紛争を未然に防ぐため、弊社が全世界のサプライヤ様との契約関係において特に重要と考える以下の点につき改めて確認させて頂きます。
  - (a) Prior to execution of a definitive contract, agreement, or purchase order (“**Definitive Contract**”) by authorized representatives of both JCI and supplier,
    - (i) Supplier shall not provide any service or product to JCI, or in respect of JCI’s projects; and
    - (ii) Supplier shall not provide services or products beyond the agreed scope as set out in any Definitive Contract with JCI.
  - (a) JCI とサプライヤ様が、権限を委任された代表者によって最終契約書、合意書 あるいは 注文書(以下“最終契約書”と総称します)を締結する前に：
    - (i) サプライヤ様は JCI に対して、または JCI のプロジェクトに関連して、いかなる製品やサービスを提供してはなりません。
    - (ii) サプライヤ様は JCI と締結した最終契約で定める範囲を超えて製品やサービスを提供してはなりません。
  - (b) If any supplier provides any service or product to JCI or in respect of JCI’s projects before Definitive Contract is executed, or any supplier provides any service or product to JCI or in respect of JCI’s projects beyond the agreed scope of a Definitive Contract,
    - (i) JCI reserves its rights to require the supplier to remove any such work(s) or product(s) from their existing location at the supplier’s own cost; and
    - (ii) JCI shall not be liable for cost of any service or product which has been provided by the supplier without a Definitive Contract, or beyond the scope of a Definitive Contract.
  - (b) 万一、サプライヤ様が JCI に対して、もしくは JCI のプロジェクトに関連して、最終契約の締結前に、あるいは最終契約で定める範囲を超えて、商品やサービスを提供した場合：

- (i) JCI はサプライヤ様に対してサプライヤ自らの費用でそれらの作業や製品をその場所から撤去するよう求める権利を有します。また
  - (ii) JCI は最終契約のないまま、あるいは最終契約で定める範囲を超えて提供されたいかなる製品やサービスの費用について責任を負いません。
- (c) Please note that JCI does not allow its personnel to request supplier to provide any service or product to JCI, or in respect of JCI's projects without a Definitive Contract. If you have been requested to do so by any JCI personnel, you must inform Johnson Controls APAC Procurement Team at [Building-Asia-Procurement@jci.com](mailto:Building-Asia-Procurement@jci.com) immediately with details of the said personnel and the request.
- (c) JCI はその従業員が最終契約を締結する事なく、JCI に対する、または JCI のプロジェクトに関連する商品やサービスをサプライヤ様に要求する事を認めていない事にご注意願います。もし JCI の従業員からそのような要求を受けた場合は、必ず JCI 調達チーム Building-Asia-Procurement@jci.com に対し、速やかに当該従業員および要求内容の詳細を含めてお知らせ下さい。
3. This notice shall apply to JCI and its all affiliates including without limited to those listed in Appendix of this Notice.
3. 本通知は JCI および別表に記載するものを含む(がこれに限定されない)全てのグループ会社に適用されます。
4. Language  
This notice is written in English, Japanese and Chinese. The English text is the original and the Japanese and Chinese text are for reference purposes. In the event that the terms and expressions in these language texts are inconsistent, the English language version shall prevail.
4. 言語  
本通知は英語、日本語で作成されます。英語版を正本とし、日本語は参考訳とします。万一、各言語間に相違ある場合は、英語版を優先します。

Procurement Department, Johnson Controls, APAC

**Appendix : Johnson Controls APAC Company Name**

Johnson Controls Air Conditioning and Refrigeration (WuXi) Company Limited.  
 Johnson Controls Business Services (Dalian) Co., Ltd.  
 Johnson Controls (China) Investment Co., Ltd.  
 Beijing Johnson Controls Co., Ltd.  
 Johnson Controls Building Efficiency Technology (Wuxi) Co., Limited  
 Johnson Controls Marine Trading (Shanghai) Co., Ltd.  
 York (China) Commercial Co., Ltd.  
 York (Shanghai) Air-Conditioning and Refrigeration International Trading Co., Limited  
 York (Wuxi) Air Conditioning and Refrigeration Company, Ltd.  
 York Guangzhou Air Conditioning and Refrigeration Co., Ltd.  
 ASC Air Solution Technologies (Suzhou) Co., Limited  
 ASC Air System Components (Suzhou) Co., Ltd  
 Tyco (China) Investment Co., Ltd.  
 Tyco Fire & Security (Tianjin) Ltd  
 Tyco Fire & Security (Beijing) Co., Ltd  
 Tyco Fire & Integrated Systems (Guangzhou) Co., Ltd  
 Tyco Fire & Security Services International Trading (Shanghai) Co., Ltd  
 Ansul Fire Equipment (Shanghai) Co., Ltd  
 Tyco Safety Products (Shanghai) Co., Ltd  
 Tyco Fire Protection Products Trading (Shanghai) Co., Ltd.  
 Shanghai Jindun Fire-Fighting Science and Technology Co., Ltd.  
 Tyco Safety Products (Shenyang) Co., Ltd.  
 ShopperTrak Technologies (Shenzhen) Co., Ltd.  
 Benxi Sancha Blade Limited Company  
 Tyco International US China Inc. Beijing Representative Office  
 York (China) Commercial Co., Ltd. (BJ)  
 York (China) Commercial Co., Ltd. (GZ)  
 Beijing Johnson Controls Co., Ltd. (GZ)  
 Beijing Johnson Controls Co., Ltd. (SH)  
 York Refrigeration Marine (China) Limited  
 China Tyco Fire Protection and Security Service Limited  
 ADT Services (M) Sdn Bhd  
 York (Malaysia) Sales & Services Sdn Bhd  
 Tyco Fire, Security & Services Malaysia Sdn Bhd  
 Tyco Services Malaysia Sdn Bhd  
 Johnson Controls (M) Sdn Bhd  
 YORK (MALAYSIA) MANUFACTURING SDN BHD  
 Johnson Controls Australia PTY Ltd  
 ADT Fire Monitoring  
 ADT Security  
 Signature Security Group  
 Simplex Fire Products  
 Tyco Building Services  
 Tyco Fire Monitoring  
 Tyco Fire Protection Products  
 Tyco Fire Suppression & Building Products  
 Tyco Integrated Fire & Security  
 Tyco Logistics & Distribution  
 Tyco Retail Solutions  
 Watch 24 Security Services  
 ShopperTrak Australia  
 Tyco Integrated Security



Tyco Traffic & Transportation  
Johnson Controls New Zealand PTY Ltd  
ADT Security Limited  
Sensormatic New Zealand Limited  
Tyco Projects (Australia) Pty Ltd  
Johnson Controls Hong Kong Limited  
York International (Northern Asia) Limited  
Thorn Security (Hong Kong) Limited  
Wormald Engineering Services Limited  
ADT Hong Kong Limited  
Tyco Fire, Security & Services (Macau) Limited  
Sensormatic Far East Limited Taiwan Branch  
Johnson Controls (S) Pte Ltd  
Tyco Fire, Security & Services Pte Ltd  
Tyco International Inc  
PT Johnson Controls Indonesia  
Johnson Controls International Korea, Inc.  
Johnson Controls Korea Ltd.  
Johnson Controls International Korea  
Johnson Controls International (Thailand) Co., Ltd.  
Ruskin (Thailand) Co., Ltd.  
Ruskin Titus India Pvt Limited  
Rolastar Private Limited  
Johnson Controls (India) Private Limited  
Johnson Controls Marine & Refrigeration India Limited  
Tyco Fire Suppression & Building Products  
Tyco Projects (Australia) Pty Ltd [NZ BRANCH]  
Thorn Security (Hong Kong) Limited  
JC Holding Japan TYK  
Johnson Controls Japan Services GK  
Johnson Controls K.K.

## ACKNOWLEDGEMENT

### 確認書

We refer to your letter dated [insert date Month/Date/Year] (the " **Notice** "). All capitalized terms used but not defined herein shall bear the same meaning ascribed to such terms in the **Notice**.

貴社より[日付を記入下さい 20 年 月 日]付けレター (以下"通知")を参照し、本文に太字で記載し、本文中に定義のない語句については、通知中の語句と同じ意味で用いるものとします。

We, [insert name of 3rd Party Supplier/Subcontractor/Vendor] hereby acknowledge that we have read and understood the contents of the **Notice**.

私共 [サードパーティーサプライヤ様/下請業者様/仕入先様名称を記載下さい]は通知に記載された内容を読み、理解した事をここに確認します。

We acknowledge and understand that any service(s) or product(s) which may have been provided by us without a Definitive Contract, or beyond the scope of a Definitive Contract will need to be removed by us at our expense, and that JCI shall not be liable for any cost of such service(s) or product(s).

私共は最終契約のないまま、もしくは最終契約で定める範囲を超えて私共が提供した物品およびサービスについて、私共の費用で撤去する必要があり、また、JCI がそれらの物品およびサービスに対する費用を負担しない事を確認し、また理解しています。

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For and on behalf of /会社代表

[Insert name of 3<sup>rd</sup> Party Supplier/Subcontractor/Vendor サードパーティーサプライヤ様/下請業者様/仕入先様名称を記載下さい]

\_\_\_\_\_  
Name / 氏名 :

Designation / 役職 :

Company Stamp / 会社印: