

## **Notice to Vendor**

Mar. 21st, 2022

To: All Suppliers

From: refer to Appendix – Johnson Controls Company Name ("JCI")

Dear Sir/Madam,

- 1. Thank you for your support for our business all this while.
- 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:
  - (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;
  - (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) 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 <a href="mailto:Building-Asia-Procurement@jci.com">Building-Asia-Procurement@jci.com</a> immediately with details of the said personnel and the request.
- 3. This notice shall apply to JCI and its all affiliates including without limited to those listed in Appendix of this Notice.

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., Itd

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) MANUFACTURIONG 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



## **ACKNOWLEDGEMENT**

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**.

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

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).

| or and on behalf of   |                                      |  |
|---|--------------------------------------|--|
| nsert name of 3 <sup>rd</sup> Party Supplier/Subcontractor/Vendor | Party Supplier/Subcontractor/Vendor] |  |
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