

Notice to Vendor 供应商通知

Mar. 21st, 2022 2022 年 3 月 21 日

To: All Suppliers

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

收件人: 所有供应商

发件人:[参考附件江森自控公司名](简称"JCI")

Dear Sir/Madam,

敬启者:

- 1. Thank you for your support for our business all this while.
- 1. 感谢贵方一直以来对我们业务的支持。
- 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. 为加强与贵方的友好合作,避免与我们的供应商在合同关系方面产生任何潜在冲突或争议, 我们希望强调以下几点,这对于 JCI 在全球范围内与供应商履行合同安排是至关重要的:
 - (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 和供应商双方的授权代表执行最终合同、协议或采购订单(统称"最终合同")之前:
 - (i) 供应商不得为 JCI 或 JCI 项目提供任何服务或产品;及
 - (ii) 供应商提供的服务或产品不得超出与 JCI 签署的最终合同的约定范围。
 - (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) 如果供应商在签署最终合同之前为 JCI 或 JCI 项目提供任何服务或产品,或供应商为 JCI 或 JCI 项目提供的服务或产品超出最终合同约定范围:
 - (i) JCI 有权要求供应商从现有地点撤除此类工作或产品,由此产生的费用由供应商 自行承担;及
 - (ii) 供应商无最终合同或超出最终合同约定范围提供的任何服务或产品发生的费用, JCI 概不负责
- (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 immediately with details of the said personnel and the request.
- (c) 请注意, JCI 不允许其人员在无最终合同的情况下,要求供应商为 JCI 或 JCI 项目提供任何服务或产品。如有 JCI 人员在此情况下要求贵方提供服务或产品,贵方必须立即通知江森自控亚太地区采购部 <u>Building-Asia-Procurement@jci.com</u>,详细说明提出要求的人员及具体情况。
- 3. This notice shall apply to JCI and its all affiliates including without limited to those listed in the appendix of this Notice.
- 3. 本通知适用于 JCI 及其所有关联公司包括但不仅限于本通知附件所列。
- 4. Language

This notice are written in English and Chinese. In the event that the terms and expressions in the two language texts are inconsistent, the English language version shall prevail.

4. 语言

本通知用英、中两种文字写成。如果两种文本的词句不一致, 应当以英文文本为准。

江森自控亚太区采购部



Appendix: Johnson Controls APAC Company Name 附件: 江森自控亚太区公司名

Johnson Controls Air Conditioning And Refrigeration (WuXi) Company Limited.

江森自控空调冷冻设备(无锡)有限公司

Johnson Controls Business Services (Dalian) Co., Ltd.

江森自控商务服务(大连)有限公司

Johnson Controls (China) Investment Co., Ltd.

江森自控(中国)投资有限公司

Beijing Johnson Controls Co., Ltd.

北京江森自控有限公司

Johnson Controls Building Efficiency Technology (Wuxi) Co., Limited

江森自控楼宇设备科技(无锡)有限公司

Johnson Controls Marine Trading (Shanghai) Co., Ltd.

江森自控船舶设备贸易(上海)有限公司

York (China) Commercial Co., Ltd.

约克(中国)商贸有限公司

York (Shanghai) Air-Conditioning and Refrigeration International Trading Co., Limited

约克(上海)空调冷冻设备国际贸易有限公司

York (Wuxi) Air Conditioning and Refrigeration Company, Ltd.

约克(无锡)空调冷冻设备有限公司

York Guangzhou Air Conditioning and Refrigeration Co., Ltd.

约克广州空调冷冻设备有限公司

ASC Air Solution Technologies (Suzhou) Co., Limited

爱思克空气环境技术(苏州)有限公司

ASC Air System Components (Suzhou) Co., Itd

爱思克空气系统产品(苏州)有限公司

Tyco (China) Investment Co., Ltd.

泰科(中国)投资有限公司

Tyco Fire & Security (Tianjin) Ltd

泰科消防保安(天津)有限公司

Tyco Fire & Security (Beijing) Co., Ltd

泰科(北京)安装工程有限公司

Tyco Fire & Integrated Systems (Guangzhou) Co., Ltd

广州泰科消防集成工程有限公司

Tyco Fire & Security Services International Trading (Shanghai) Co., Ltd

泰科消防保安系统国际贸易(上海)有限公司

Ansul Fire Equipment (Shanghai) Co., Ltd

安素消防设备(上海)有限公司

Tyco Safety Products (Shanghai) Co., Ltd

泰科安全设备(上海)有限公司

Tyco Fire Protection Products Trading (Shanghai) Co., Ltd.

泰科消防设备贸易(上海)有限公司

Shanghai Jindun Fire-Fighting Science and Technology Co., Ltd.

上海金盾消防安全科技有限公司

Tyco Safety Products (Shenyang) Co., Ltd.



泰科安全产品(沈阳)有限公司

ShopperTrak Technologies (Shenzhen) Co., Ltd.

索博客科技(深圳)有限公司

Benxi Sancha Blade Limited Company

本溪三叉锯业有限公司

Tyco International US China Inc. Beijing Representative Office

美国泰科国际(美中)有限公司北京代表处

York (China) Commercial Co., Ltd. (BJ)

约克(中国)商贸有限公司北京分公司

York (China) Commercial Co., Ltd. (GZ)

约克(中国)商贸有限公司广州分公司

Beijing Johnson Controls Co., Ltd. (GZ)

北京江森自控有限公司广州分公司

Beijing Johnson Controls Co., Ltd. (SH)

北京江森自控有限公司上海分公司 York Refrigeration Marine (China) Limited

约克船舶冷冻(中国)有限公司

China Tyco Fire Protection and Security Service Limited

中国泰科消防保安服务有限公司

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



Johnson Controls K.K.

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



ACKNOWLEDGEMENT 声明

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**.

贵方[插入日期20 年 月 日]来函收到 (简称"通知")。本文使用的未作定义的专属词汇均与通知中该等词汇的含义相同。

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

我方[插入第三方供应商/分包商/供货商名称]特此声明已阅读并了解通知内容。

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).

我方知悉并了解,我方无最终合同情况下提供的或超出最终合同约定范围的服务或产品由我方撤除,费用自理,JCI不承担此类服务或产品的费用。

Language

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For and on behalf of [Insert name of 3rd Party Supplier/Subcontractor/Vendor] 公司代表 [插入第三方供应商/分包商/供货商名称]

| Name: 姓名: | | |
|---------------------|--|--|
| Designation: 职务: | | |