



LOCAL COUNTRY AMENDMENT – China Mainland

TO BE READ IN CONJUNCTION WITH [GLOBAL TERMS AND CONDITIONS OF PURCHASE](#)

This Amendment which includes country-specific supplemental terms and conditions (“Country Amendment”) is to be read with the Johnson Controls’ Global Terms and Conditions of Purchase (“Terms”). Where the terms of this Country Amendment are not consistent with or conflict with the Terms, the terms of this Country Amendment shall prevail and take priority. The sections referenced below expressed in numerals correlate to the numbered sections of the Terms.

本补充条款包括特定国家的补充条款（以下简称“国家补充条款”），应与江森自控公司的全球采购条款一并阅读。若国家补充条款与全球采购条款不一致或冲突，应以国家补充条款为准。下文引用的数字章节与全球采购条款的章节相对应。

1. [Clause 8](#). to be amended as follows:

Payment. Unless different payment terms are stated in the Order, the applicable Country Amendment, or required by law, payment on Proper Invoices will be processed 90 days from the invoice posting date on the next scheduled payment run. Payment runs occur twice a month, around the 9th and 24th of each month. Invoices for tooling and/or capital equipment must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Products provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in RMB.

付款。除非订单、适用的国家补充条款规定另有不同付款条款规定或者法律另有规定，根据适格发票的付款将自发票入帐日后九十天的买方下一既定付款周期时处理。买方付款周期为每月两次，分别是每个月的第九日和第二十四日。买方将根据所（如有）支付货款。订单中规定的与加工和/或固定设备相关的付款通知必须经核准后方可出具。在未取得能证明订单项下规定的产品上不存在留置权、权利负担或其他主张的证据（证据形式及具体内容以买方要求为准）的情况下，买方可以暂停付款。买方应以订单明示的货币付款；若订单未确定货币种类，则应以人民币支付。

2. [Clause 19.6](#) to be amended as follows:

Coverage Limits

Type of Insurance	Minimum Limits
Commercial General Liability * , insurance for bodily injury and property damage arising from premises, operations, personal injury, products/ completed operations, and contractual liability covering the indemnity provision as set forth in the indemnification section	US\$1,000,000 (or equivalent amount in local currency, RMB6,500,000) or Invoice value of Owner’s assets in the contract whichever is higher per occurrence and general aggregate, product and completed operation aggregate, personal & advertising injury.

<p>* Alternatively, Public Liability is acceptable if contractor will be only participating on-site work, including but not limited for installation or maintenance</p> <ul style="list-style-type: none"> Care, Custody & Control coverage Working Away From the Premises Complete Operation Clause <p>All three clauses above shall be included in the policy</p>	<p>US\$1,000,000 (or equivalent amount in local currency, RMB6,500,000) or Invoice value of Owner's assets in the contract whichever is higher per occurrence and general aggregate.</p>
<p>* Alternatively, Products Liability is acceptable if contractor will be only selling products to buyer.</p>	<p>US\$1,000,000 (or equivalent amount in local currency, RMB6,500,000) or Invoice value of Owner's assets in the contract whichever is higher per occurrence and general aggregate.</p>
<p>Automobile Liability covering all autos with license for public road using in connection with the work performed (only if contractor provides logistics services)</p>	<p>Compulsory Auto Liability insurance per regulation of local authority in China plus Third party liability in Commercial Auto Insurance with limit RMB500,000</p>
<p>Workers' Compensation (not applicable, if contractor only sold physical products to buyer)</p>	<p>Statutory</p>
<p>Employer's Liability (not applicable, if contractor only sold physical products to buyer)</p>	<p>Legal liability coverage with limit RMB1,000,000 each accident, each employee, each disease.</p>
<p>Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)</p>	<p>US\$1,000,000 (or equivalent amount in local currency, RMB6,500,000) each claim</p>
<p>Crime Insurance (only applicable if contractor will be working in owner's premises)</p>	<p>RMB1,000,000 each claim</p>
<p>Cyber Liability (Required if Seller's products or services access data of Seller or its' customers)</p>	<p>US\$1,000,000 (or equivalent amount in local currency, RMB6,500,000) any one accident and/or annual aggregate</p>

条款 19.6 应修改为如下

保障限额

保险险种	最低限额要求
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商业综合责任保险*，以保障在经营场所、经营活动中给第三方造成的财产损失和人身伤害，包括产品完工责任、合同责任等。	美元 1,000,000（或等值当地货币，不低于人民币 6,500,000 元）或业主方/合同方资产的发票金额，以高者为准，适用于每次事故及累计限额，包括产品责任、完工责任、人身伤害和广告责任。
* 替代方案，公众责任保险，如果供应商仅从事现场工作，包括但不限于设备安装、调试和维保工作 <ul style="list-style-type: none"> • 被保险人照看、看管、控制下的业主资产 • 营业场所外工作条款 • 完工责任条款 以上条款需包含在公众责任险保单中。	美元 1,000,000（或等值当地货币，不低于人民币 6,500,000 元）或业主方/合同方资产的发票金额，以高者为准，适用于每次事故及累计限额。
* 替代方案，产品责任保险，如果供应商仅向合同方出售实物产品。	美元 1,000,000（或等值当地货币，不低于人民币 6,500,000 元）或业主方/合同方资产的发票金额，以高者为准，适用于每次事故及累计限额。
车辆责任保险，针对所有在公共道路行驶的且参与本合同工作的机动车辆（仅适用于供应商提供物流、运输服务时）。	按照国家法律规定购买《机动车交通事故责任强制保险》（交强险）。 同时还应购买《机动车辆商业保险》包括但不限于限额为人民币 500,000 元的第三者责任险。
社保之工伤保险（仅适用于供应商雇员参与现场工作时）。	国家法律同时应满足各省市最新实施细则。
雇主责任保险（仅适用于供应商雇员参与现场工作时）。	雇主责任险中的法律责任限额应不低于人民币 1,000,000 每人每次事故或每一职业病案例。
职业责任保险/专业责任保险 （仅适用于提供专业服务的供应商，如，项目设计，工程管理等）。	美元 1,000,000（或等值当地货币，不低于人民币 6,500,000 元）每次事故。
犯罪保险 （仅适用于供应商在合同方所拥有的场所内从事现场工作时）。	人民币 1,000,000 每次事故。
信息安全责任保险 （仅适用于供应商提供的产品或服务涉及访问供应商或其客户的数据）。	美元 1,000,000（或等值当地货币，不低于人民币 6,500,000 元）每次事故及全年累计。

3. [Clause 35.2](#) to be amended as follows:

If the Seller is located and registered in China Mainland, the first paragraph [1] shall be applicable; and if the Seller is not located and registered in China Mainland, the second paragraph [2] shall be applicable.

[1]Governing Law; Jurisdiction; Litigation. The Order is to be construed according to the laws of the People's Republic of China. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are expressly excluded. Except as otherwise expressly agreed by the parties in a Master Purchasing Agreement, Supply Agreement, or Non-Disclosure Agreement, the validity of the Order or any of these Terms, or any other matter between the parties will be resolved by the applicable court of competent jurisdiction where Buyer is located. The losing party shall bear the costs of the attorney fee and the court fee.

[2]Governing Law; Jurisdiction; Arbitration. The Order is to be construed according to the laws of the People's Republic of China. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are expressly excluded. Except as otherwise expressly agreed by the parties in a Master Purchasing Agreement, Supply Agreement, or Non-Disclosure Agreement, the validity of the Order or any of these Terms, or any other matter between the parties will be resolved by arbitration administered by Shanghai International Arbitration Center. The losing party shall bear the costs of the attorney fee and the arbitration fee.

条款 35.2 应修改为如下:

卖方所在地和注册地在中国大陆的, 适用第一款第[1]项的规定; 卖方所在地和注册地不在中国大陆的, 适用第二款第[2]项的规定。

[1] 适用法律; 管辖权; 诉讼。 订单应根据中华人民共和国法律进行解释。《联合国国际货物销售合同公约》的规定以及需要适用另一种法律选择的任何法律冲突规定均被明确排除在外。除非双方在主采购协议、供应协议或保密协议中另有明确约定, 否则订单或任何这些条款的有效性或双方之间的任何其他事项应由买方所在地具有管辖权的适用法院解决。败诉方应承担律师费和诉讼费。

[2] 适用法律; 管辖权; 仲裁。 订单应根据中华人民共和国法律进行解释。《联合国国际货物销售合同公约》的规定以及需要适用另一种法律选择的任何法律冲突规定均被明确排除在外。除非双方在主采购协议、供应协议或保密协议中另有明确约定, 否则订单或这些条款的有效性或双方之间的任何其他事项应由上海国际仲裁中心仲裁解决。败诉方应承担律师费和仲裁费。

4. [Clause 36](#) to be amended as follows:

Language; Severability; No Implied Waiver. The parties acknowledge that it is their wish that these terms and all documents relating there to be in the English and Chinese language. If there's any conflicts between each English version shall prevail. Les parties aux presents reconnaissent avoir voulu que cette convention ainsi que tous les documents qui s'y rattachent soient rediges en langue anglaise seulement et regis par la meme. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either Party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

条款 36 语言; 不可分割性; 无暗示性放弃应修改为如下:

语言; 可分割性; 无默示弃权。双方确认, 双方希望这些条款和所有与之相关的文件以英文和中文书写。如果各语言版本之间有任何冲突, 以英文版本为准。双方特此确认, 本协议以及与其相关的所有文件均仅以英语起草并受其管辖。如果订单中的任何条款在任何法规、条例、法令、行政命令或其他法律规定下无效或不可执行, 该条款将被视为已修改或删除(视情况而定), 但仅限于遵守适用法律所必需的程度。订单的其余条款将继续完全有效。任何一方在任何时候未能要求另一方履行订单的任何规定, 均不会影响其在以后任何时候要求履行的权利; 任何一方对违反订单任何规定的弃权也不构成对以后违反订单同一规定或其他规定的弃权。