

COUNTRY SUPPLEMENT – THAILAND
TO BE READ IN CONJUNCTION WITH GLOBAL TERMS AND CONDITIONS OF PURCHASE

This Country Supplement is to be read with the Johnson Controls' Global Terms and Conditions of Purchase ("Global Terms"). Where the terms of the Country Supplement is not consistent with the Global Terms, the terms set out in this Country Supplement shall prevail and have priority above the Global Terms. Reference below expressed in numerals correlate to the Global Terms.

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

Shipping Terms; Invoicing and Pricing; Title and Risk of Loss. Products shall be delivered to the address or location specified in the Order (the "JCI Location") during Buyer's normal business hours. Incoterms 2020 will apply to all shipments except those entirely within the USA. Except as otherwise stated in the Order, Supplies will be shipped FCA (loaded) at Seller's final production location, using Buyer's transportation. Product prices includes storage, handling, packaging and all other expenses and charges, duties and taxes, but excludes any governmentally imposed value added tax (VAT), which must be shown separately on Seller's invoice for each shipment. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets. To the extent Products are identified as industrial processing and exempt from sales taxes, the tax identification number and/or other exemption information shall be provided by Buyer. Seller shall notify Buyer in writing when the Products are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill or bill of lading (as applicable) and any other documents necessary to release the Products to Buyer within two business days after Seller delivers the Products to the transportation carrier. The Order number, amendment and/or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order. Buyer will pay invoices which comply with all of the terms of the Order (a "Proper Invoice"). If an expedited shipping method is required to meet agreed delivery dates, Seller shall pay all premium freight costs over normal freight costs and will reimburse Buyer for any costs incurred by Buyer, including amounts charged by Buyer's customer(s), arising from Seller's failure to comply with shipping or delivery requirements. Title passes to Buyer upon payment for or delivery of the Products to the JCI Location, whichever occurs first. Seller bears all risk of loss or damage to the Products until delivery of the Products to the JCI Location.

2. [Clause 5.2](#) to be amended as follows:

Disclosure; Special Warnings or Instructions. Seller will provide Buyer with the following Product information, in a form that would satisfy the requirements of the Sustainability Directives, as defined below, or as otherwise requested by Buyer: (i) a list of all elements, minerals, compounds, and other ingredients that comprise the Products ("Required Minerals") and are the subject of, or addressed by, the Sustainability Directives, defined below, or as otherwise requested by Buyer; (ii) the manufacturing location of Products; (iii) the amount and, as applicable, the percentage of each Required Mineral in Products, and (iv) in addition and pursuant to Section 9, information concerning any changes in or additions to Required Minerals in these Products. Seller will provide the aforementioned information to Buyer as expeditiously as possible prior to the shipment of these Products by Seller, but in any event, in sufficient time to afford Buyer reasonable time to a) determine Buyer's disclosure requirements and b) reject any Products, cancel any Order, or pursue all other remedies, including, but not limited to, legal and equitable remedies, in the event Seller either fails to meet applicable Sustainability Directives or Buyer's disclosure requirements as provided in Sections 5.2 and 5.3. Additionally, before and at the time Products are shipped, Seller will give Buyer sufficient warning in writing (including all required labels on all Products, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Products. Seller agrees to comply with (1) all of Buyer's published policies on sustainability as they exist from time to time; and (2) all current, and subsequently enacted local laws and regulations applicable to Buyer, Buyer's customers, Seller, or any combination of (1) and (2), pertaining to content of Products and warning labels ("Sustainability Directives"). Seller shall reimburse Buyer for any expenses incurred as a result of improper or incomplete disclosure, packing, marking, routing, or shipping of Supplies.

3. [Clause 6](#) to be amended as follows:

Customs; Related Matters. Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will promptly provide all information and certificates (including Certificates of Origin or equivalent documents) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customs obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Products are Seller's responsibility unless otherwise stated in the Order, in which case Seller will promptly provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Products are delivered. Seller will promptly furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Products' purchase price. If Products are manufactured in a country other than the country in which Products are delivered, Seller will mark Products "Made in [country of origin]." Seller will promptly provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Products into the country in which Products are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Products is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Products are exported.

4. [Clause 6.1](#) to be amended as follows:

Importer Security Filing. Seller acknowledges its obligation with respect to any goods intended for shipment to Thailand to provide all required information in support of Buyer's obligation under Thai law to timely submit information which shall include but not be limited to: (1) Seller name and address; (2) Manufacturer or other supplier name and address (if different from Seller); (3) Country of origin; and (4) Commodity HTSUS number (if provided by Buyer for inclusion by Seller in its sales/shipping documentation). Seller agrees to work with the designated local freight forwarder to provide the requested data and coordinate the export of goods by the required timeframes. Any fines, penalties, liquidated damages, losses and damages or other costs resulting from a delay in the release of merchandise or inability to load merchandise for export shipment to Thailand resulting from Seller's failure to provide this requested information shall be at the sole expense of Seller and Seller hereby agrees to reimburse Buyer for any amounts it may incur as a result of said failure.

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

Payment. Unless different payment terms are stated in the Order 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 U.S Dollars. Seller shall issue to Buyer a tax invoice reflecting the Products made in accordance with the Order as well as in accordance with the requirements under the laws of Thailand. Seller agrees to do all things including providing documentation or details as may be necessary to enable or assist Buyer to claim or verify any input tax credit, set off, rebate or refund in relation to any taxes (if applicable) payable arising from the Products, if any. In the event taxes are required to be withheld by any government on payments by Buyer to Seller hereunder, Buyer may deduct such taxes from the amount owed and pay Seller an amount less such withholding. Buyer shall pay such taxes to the appropriate taxing authority; provided however, that Buyer shall promptly deliver to Seller, an official receipt or other appropriate documentation to verify payment of such taxes to the appropriate taxing authority and/or to facilitate any corresponding foreign tax credit claim by Seller.

6. [Clause 13](#) to be deleted.

7. Additional [Clause 16.3](#) as follows:

Privacy Policy. Buyer has established Privacy Policy as described and accessible on the Johnson Controls, Inc. website at <http://www.johnsoncontrols.com/privacy>. Buyer expects Seller, and Seller’s employees and contractors, to abide by the Privacy Policy or an equivalent ethics policy of its own.

8. [Clause 19.4](#) to be amended as follows:

Additional Insured. Buyer, the Owner and any other entities as may be reasonably requested shall be named as additional insured under the Commercial General Liability or Public Liability and Products Liability insurance with respect to work performed under the Order.

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

Coverage Limits. The following minimum insurance coverage and limits are required. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The procurement and maintenance of the below insurance coverage shall not limit or affect any liability which Seller or its Contractor may have by virtue of this Agreement. All insurance policies related to the minimum coverage and limits should be issued on an occurrence form (with the exception of Professional Liability to which a claims made policy is acceptable as long as the retroactive date precedes the date of this Agreement).

Type of Insurance	Minimum Limits
Commercial General Liability (“CGL”)*, 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 Thai Baht currency) per occurrence and general aggregate, product and completed operation aggregate, personal & advertising injury.
* Alternatively, Public Liability and Products Liability is acceptable. <ul style="list-style-type: none"> • Care, Custody & Control coverage • Working Away From the Premises • Complete Operation Clause All three clauses above shall be included in the policy, Contractual Liability exclusion to be deleted.	US \$1,000,000 (or equivalent amount in Thai Baht currency) per occurrence and general aggregate.
Automobile Liability (“Auto”) covering all autos used in connection with the work performed.	Statutory Limits
Workers’ Compensation	Statutory Limits
Employer’s Liability	US \$1,000,000 (or equivalent amount in Thai Baht currency) each accident, each employee, each disease.
Professional Liability (if applicable)	US \$1,000,000 (or equivalent amount in Thai Baht currency) each claim.

Cyber Liability (Required if Seller's products or services access data or networks of Buyer or Buyer's customers)	US \$1,000,000(or equivalent amount in Thai Baht currency) annual aggregate.
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable
Payment & Performance and/or Labor & Material Bonds	Where and as applicable

*Commercial General Liability limits may be met with a combination of General Liability and Umbrella/ Excess Liability policy limits.

10. [Clause 20](#) to be amended as follows:

Sustainability. Buyer and Seller hereby recognize the value in supporting initiatives which strive to achieve excellence in environmental and social performance. While this Agreement defines the parameters in which the parties will conduct business and seek mutually advantageous financial advantage, the parties agree that there is a recognition, belief in, and practice of the principles of sustainable business woven into the fabric of how they will conduct themselves. Elements which the parties will consider include: (1) Supporting the Global Reporting Initiative (GRI – <http://www.globalreporting.org/>), including development of a Sustainability Report in alignment with GRI reporting guidelines. (2) Taking voluntary initiatives to reduce environmental impacts including efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote “greening of the supply chain.” (3) Supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and benefits, and being responsible citizens in communities where the parties operate; and (4) Participating in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements as requested by Buyer. The Buyer's current Sustainability Report can be found online at www.johnsoncontrols.com.

11. [Clause 22](#) to be amended as follows:

Force Majeure. Any delay or failure of either Party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence (any event the happening or pernicious results of which could not be prevented even though a person against whom it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation and in such condition), such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; civil unrest; wars; sabotage; inability to obtain power; or court injunction or order; **epidemic or pandemic** (a “Force Majeure Event”). The change in cost or availability of materials or components based on market conditions or Seller's actions will not constitute a Force Majeure Event. As soon as possible (but no more than one full business day) after the Force Majeure Event occurred, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. **During the aforesaid delay or failure to perform by Seller, Seller shall in no event claim any additional costs incurred by Seller arising from prolongation (if any), including but not limited to storage, warehousing and logistics.** In addition, Seller at its expense will take all necessary actions to ensure the supply of Products to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts.

12. [Clause 35](#) to be amended as follows:

Dispute Resolution; Governing Law; Jurisdiction.

35.1 **Dispute Resolution.** If any dispute occurs between Buyer and Seller arising from, relating to, or in connection with this Order, or the Products that are the subject of this Order, the parties shall promptly attempt in good faith to resolve same by negotiation by the parties' local authorized representatives.

35.2 **Governing Law; Jurisdiction.** This Agreement is governed by, and shall be construed in accordance with, the laws of the Kingdom of Thailand, and each of the parties hereto agree to submit to the power court **jurisdiction of Thailand** for the resolution of any disputes, which may arise out of or in connection with this Agreement and cannot be amiable settle by both parties as set forth in Section 35.1.

35.3 **Legal Costs and Expenses.** If any action or legal proceeding is brought by either party to enforce any of the terms of this Agreement or any of its rights hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in such suit or legal proceeding, including reasonable attorneys' and experts' fees.

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