

PENN Connected Refrigeration Supplemental Terms and Conditions

These PENN Connected Refrigeration Supplemental Terms and Conditions (these “Supplemental Terms”) are supplemental terms for and apply solely to the following Service: PENN Connected Refrigeration. These Supplemental Terms are part of and supplement the JCI Terms of Service (the “Terms of Service”) between JCI and you (as defined in the Terms of Service) available at <http://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

1. Conflicts. To the extent there is any conflict between these Supplemental Terms and the Terms of Service, the terms of these Supplemental Terms will control. The terms and conditions of the Terms of Service that are not modified or amended by these Supplemental Terms will remain in full force and effect and remain applicable to the Service. Capitalized or otherwise defined terms not defined in these Supplemental Terms have the meaning given to them in the Terms of Service.
2. Supplemental Terms.

(a) **Stock Loss.** Any refrigeration monitoring provided by JCI as part the Service uses reasonable commercially reasonable efforts to transmit temperature data to the cloud system for processing. Despite these efforts, the systems is not error free and factors outside of JCI’s control such as, but not limited to, mobile (cell) networks, power supply, RF interference, Zigbee wireless network technology can all impact success of and the timely transmission of data. In addition to the Limitation of Liability set forth in the Terms of Service, you agree that stock loss is essentially caused by a failure in the environmental controls of the refrigeration equipment and cannot be attributed to any delay in notification of these failures, that JCI is not an insurer against occurrences or events (or the consequences therefrom) which the Services can detect, notify of, deter or avert (“Detection Events”) and that you shall obtain appropriate insurance coverage for such Detection Events. You further agree and acknowledges that amounts payable to JCI hereunder are based upon the value of Services and the scope of liability set forth in this Agreement, are not insurance premiums, and are unrelated to the value of your property and the property of others located on the premises. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL THE JCI PARTIES BE LIABLE FOR DAMAGES OR LOSSES RELATED TO SPOILED OR LOST STOCK, INCLUDING ANY LOST PROFITS, REVENUES, OR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE ARISING THEREFROM. .