

## Notice to Vendor

Mar. 21<sup>st</sup>, 2022

To: All Suppliers

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

Kepada: Semua Pemasok

Dari: lihat Lampiran - Nama Perusahaan Johnson Controls (“JCI”)

Dear Sir/Madam,  
Dengan Hormat:

1. Thank you for your support for our business all this while.
1. Terima kasih atas bantuan Anda untuk bisnis kami selama ini
  
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. Untuk meningkatkan kerja sama baik kami dengan Anda, dan untuk menghindari kemungkinan konflik atau perselisihan hubungan kontraktual dengan para pemasok kami, kami ingin menyoroti poin-poin berikut yang sangat penting bagi JCI sehubungan dengan pengaturan kontraktualnya dengan pemasoknya di seluruh dunia:
  - (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) sebelum penandatanganan kontrak definitif, perjanjian atau pesanan pembelian (“Kontrak Definitif”) oleh perwakilan resmi dari JCI dan pemasok:
    - (i) pemasok tidak memberikan layanan atau produk apapun kepada JCI, atau sehubungan dengan proyek-proyek JCI; dan
    - (ii) pemasok tidak boleh memberikan layanan atau produk di luar lingkup yang disepakati sebagaimana yang dinyatakan dalam Kontrak Definitif dengan 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) jika pemasok memberikan layanan atau produk kepada JCI atau sehubungan dengan proyek-proyek JCI sebelum Kontrak Definitif ditandatangani, atau pemasok memberikan

layanan atau produk apapun kepada JCI atau sehubungan dengan proyek-proyek JCI di luar lingkup Kontrak Definitif yang disepakati, maka:

- (i) JCI berhak mengharuskan pemasok untuk memindahkan pekerjaan atau produk tersebut dari lokasi proyek dengan biaya pemasok; dan
- (ii) JCI tidak bertanggung jawab atas biaya jasa atau produk apa pun yang telah diberikan oleh pemasok tanpa Kontrak Definitif, atau di luar lingkup Kontrak Definitif

(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](mailto:Building-Asia-Procurement@jci.com) immediately with details of the said personnel and the request.

(c) perlu diketahui bahwa JCI tidak mengizinkan personilnya untuk meminta pemasok untuk memberikan layanan atau produk kepada JCI, atau sehubungan dengan proyek JCI tanpa Kontrak Definitif. Jika Anda diminta melakukannya oleh personil JCI, Anda harus memberi tahu Tim Pengadaan APAC Johnson Controls di [Building-Asia-Procurement@jci.com](mailto:Building-Asia-Procurement@jci.com) segera dengan rincian personil dan permintaan tersebut.

3. This notice shall apply to JCI and its all affiliates including without limited to those listed in the appendix of this Notice.

4. Language

This notice is 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.

Procurement Department, Johnson Controls, APAC  
Departemen Pengadaan, **Kontrol Johnson, 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., Ltd  
 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) MANUFACTURING 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  
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  
Johnson Controls K.K.

**ACKNOWLEDGEMENT  
SURAT PENGAKUAN**

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**.

Kami merujuk pada surat Anda tertanggal [masukkan tanggal Bulan / Tanggal /Tahun] ("**Letter**"). Semua istilah yang ditulis dengan diawali huruf besar yang digunakan namun tidak didefinisikan dalam Perjanjian ini akan memiliki arti yang sama yang diberikan kepada istilah tersebut dalam Surat. 。

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

Kami, [masukkan nama Pemasok/ Subkontraktor/Vendor Pihak Ketiga] dengan ini mengakui bahwa kami telah membaca dan memahami isi Surat tersebut.

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).

Kami mengetahui dan memahami bahwa setiap layanan atau produk yang mungkin telah kami berikan tanpa Kontrak Definitif, atau di luar lingkup Kontrak Definitif, akan kami pindahkan atas biaya kami dan JCI tidak bertanggung jawab atas biaya layanan atau produk tersebut.

**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.

For and on behalf of

[Insert name of 3<sup>rd</sup> Party Supplier/Subcontractor/Vendor]

Untuk dan atas nama

[Masukkan nama Pemasok/Subkontraktor/ Vendor Pihak Ketiga]

\_\_\_\_\_  
Name:

Nama:

Designation:

Jabatan:

Date:

Tanggal: