



LOCAL COUNTRY AMENDMENT– AUSTRALIA
TO BE READ IN CONJUNCTION WITH [GLOBAL TERMS AND CONDITIONS OF PURCHASE](#)

This Local Country Amendment is to be read with the Johnson Controls' Global Terms and Conditions of Purchase (“**Global Terms**”). Where the terms of the Local Country Amendment are not consistent with the Global Terms, the terms set out in this Local Country Amendment shall prevail and have priority above the Global Terms. References below expressed in numerals correlate to the Global Terms.

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

Invoicing and Pricing; Premium Freight. Except as expressly stated in the Order under the heading “Freight,” the price of Supplies includes storage, handling, packaging and all other expenses and charges of Seller. Incoterms 2010 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. All invoices for the Supplies must reference the Order number, amendment 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. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all duties and taxes except for any governmentally imposed value added tax or goods and services tax (VAT), which must be shown separately on Seller's invoice for each shipment. Any such invoice must be a valid tax invoice or otherwise comply with any requirements necessary to enable Buyer to claim a remit or deduction for any VAT included in the invoiced amount. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer, including costs charged by Buyer's customer(s) to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements.

2. [Clause 8](#) to be replaced with the following clause:

Payment. Unless different payment terms are stated in the Order, the applicable Local 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 U.S. Dollars.

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

4. [Clause 19.1](#) to be amended as follows:

Rating - Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements. All insurance policies must be written by companies with a current A.M. Best's rating (as set forth in the most current edition of Best's Key Rating Guide, published by A.M. Best and Company) of A-V or better or equivalent of another Rating agency.

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

Additional Insured's - Buyer, the Owner and any other entities as may be reasonably requested shall be named as additional insured's under the Commercial General Liability and Public Liability insurance with respect to work performed under the Order, for such additional insureds' vicarious liability for the acts or omissions of Seller or its agents.

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

Coverage Limits – Australia & New Zealand

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.	AUD \$20,000,000 (or equivalent amount in other currency) per occurrence and in respect of product and completed operation liability, in the aggregate.
* Alternatively, Public Liability is acceptable if contractor will be only participating on-site work, including but not limited for installation or maintenance <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.	AUD \$20,000,000 (or equivalent amount in other currency) per occurrence.
Automobile Liability covering all autos with license for public road use in connection with the work performed (only if contractor provides logistics services).	Compulsory Third Party insurance plus comprehensive motor vehicle insurance with indemnity limit no less than AUD \$20,000,000, (US\$5,000,000 for New Zealand only).
Workers' Compensation	Statutory Limits
Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management).	AUD \$20,000,000 (or equivalent amount in other currency) each claim.
Cyber Liability (Required if Seller's products or services access data or networks of Buyer or Buyer's customers)	AUD\$2,000,000 annual aggregate
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable

7. [Clause 34](#) to be deleted.

8. [Clause 35](#) to be replaced with the following:

These Terms are governed by and must be construed according to the law applying in New South Wales and the Buyer and Seller submit to the jurisdiction of the courts of New South Wales.