LOCAL COUNTRY AMENDMENT– Japan
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 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 24nd 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.

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	USD $2,000,000 (or equivalent amount in other currency) per occurrence and general aggregate, product and completed operation aggregate, personal & advertising injury.
* Alternatively, Public Liability and Products Liability is acceptable. • 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	USD $2,000,000 (or equivalent amount in other currency) per occurrence and general aggregate.
Automobile Liability covering all autos with license for public road using in connection with the work performed (only if contractor provides logistics services)	Statutory Limits

Workers' Compensation (not applicable, if contractor does not participate on-site work)	Statutory Limits
Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)	USD $1,000,000 (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	USD$2,000,000 annual aggregate
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable

3.   Clause 35.2 to be amended as follows:

Governing Law; Jurisdiction; Arbitration. The construction, interpretation and performance hereof and all transactions hereunder, including the resolution of any claims or disputes arising from, related to, or in connection with this Order, or the Products that are the subject of this Order, will be governed by the laws of Japan without regard to or application of its principles or laws regarding conflicts of laws. Seller hereby irrevocably waives any objection to jurisdiction or venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon the doctrine of forum non conveniens. Any request for injunctive relief arising from, relating to, or in connection with this Order may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the applicable court closest to the place from which the Order was issued by Buyer, in which event Seller consents to the jurisdiction and venue of such court. Any request for injunctive relief against Buyer by Seller shall be brought only in the court(s) having jurisdiction over the location from which JCI issued the Order.