

LOCAL COUNTRY AMENDMENT– NEW ZEALAND
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:

- The words "imposed value added tax (VAT)" are replaced with "goods and services tax in terms of the Goods and Services Tax Act 1985 ("GST") and any other imposed value added tax, including any tax levied in substitution for GST".
- Added after fifth sentence: "All invoices must be a valid "tax invoice" for GST purposes."

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](#) to be amended as follows:

[19.1 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.

[19.4 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 with respect to work performed under the Order.

19.6 Coverage Limits – 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 general aggregate, product and completed operation aggregate, personal & advertising injury. |
| * 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 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). | 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 |

5. Clause 24 to be amended as follows:

- The words "industrial design right" are replaced with "design right" in clauses 25(a) and (b).
- The words "or confidential information" are added after "or misuse or misappropriation of trade secret" in clauses 25(a) and (b).
- The words "works made for hire" are replaced with "commissioned works in accordance with the Copyright Act 1994".
- The words "all right, title and interest in all copyright and moral rights therein (including any source code)." are replaced with "all right, title and interest in all copyright (including any source code) and disclaim any and all moral rights in the copyright work (including any source code)."
- The words "and their related benefits (including, but not limited to, white tag credits, green tag credits, federal tax incentives, state or municipal tax credits, advertising rights)" are deleted.

- The words "The Seller will execute all documents and perform all other acts necessary to perfect and/or to give effect to the Buyer's ownership of all intellectual property rights and related rights granted to the Buyer in accordance with these terms and conditions of purchase." are added after "...which may directly or indirectly increase the energy efficiency of the products or facilities of Buyer of Buyer's customers."

6. [Clause 25](#) to be amended to add the following:

The bailment of the Buyer's Property under this clause will constitute a security interest in favour of the Buyer for the purpose of the Personal Property Securities Act 1999 ("PPSA"). This clause creates a security agreement for the purposes of the PPSA. Seller waives its right to receive a copy of any Verification Statement (as defined in the PPSA) in relation to any security interest created by this agreement and agrees, to the extent permitted by law, that as between Seller and Buyer:

- (a) sections 114(1)(a), 133 and 134 of the PPSA will not apply;
- (b) Seller will have none of the rights referred to in paragraphs (a), (c) to (e) and (h) to (j) of section 107(2) of the PPSA; and
- (c) where Buyer has rights in addition to, or existing separately from, those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA.

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

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

35. Governing Law, Jurisdiction and Arbitration: The Order and these Terms are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this agreement. The United Nations Convention on Contracts for the International Sale of Goods (1980) will not apply.