



LOCAL AMENDMENT– TAIWAN

TO BE READ IN CONJUNCTION WITH [GLOBAL TERMS AND CONDITIONS OF PURCHASE](#)

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

1. [Clause 6.1](#) to be amended as follows:

Importer Security Filing. Where shipment is to be made to Taiwan, unless otherwise agreed, Supplier/Seller shall be responsible for obtaining and maintaining all necessary permits, authorization or licenses for or making all necessary notification of the importation under Taiwan law. Without prejudice to the foregoing, Supplier/Seller shall provide all necessary assistance to the Buyer at the Buyer's request in connection with the foregoing permits, authorization, licenses or notification. Any fines, penalties, liquidated damages or other costs resulting from a delay in the release of merchandise or inability to load merchandise for export shipment to Taiwan resulting from Supplier/Seller's failure to obtain or maintain the necessary permits, authorization or licenses, to make the necessary notification or to provide the necessary assistance shall be at the sole expenses of Supplier/Seller and Supplier/Seller hereby agrees to reimburse Johnson Controls for any amounts it may incur as a result of said failure.

3. [Clause 8.](#) to be amended as follows:

Payment. Unless different payment terms are stated in the Order 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 Taiwan Dollars.

4. [Clauses 13](#) shall not apply.

5. [Clause 16](#) to be amended as follows:

Compliance with Laws; Ethics. The examples of applicable laws and regulation include, without limitation, the Hazardous Chemicals Control Ordinance, Control of Chemicals Ordinance, Dangerous Goods Ordinance, Consumer Goods Ordinance, Factories and Industrial Undertakings (Carcinogenic Substances) Regulations and Factories and Industrial Undertakings (Dangerous Substances) Regulations.

6. [Clause 19](#) to be amended as follows:

[19.6](#) Coverage Limits

<u>Type of Insurance</u>	<u>Minimum Limits</u>
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<u>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</u>	<u>USD \$1,000,000 (or equivalent amount in other currency) per occurrence and general aggregate, product and completed operation aggregate, personal & advertising injury.</u>
<u>Alternatively, Public Liability and Products Liability is acceptable.</u> <u>Care, Custody & Control coverage</u> <u>Working Away From the Premises</u> <u>Complete Operation Clause</u> <u>All three clauses above shall be included in the policy, Contractual Liability exclusion to be deleted</u>	<u>USD \$1,000,000 (or equivalent amount in other currency) per occurrence and general aggregate.</u>
<u>Automobile Liability covering all autos with license for public road using in connection with the work performed (only if contractor provides logistics services)</u>	<u>Statutory Limits</u>
<u>Workers' Compensation (not applicable, if contractor does not participate on-site work)</u>	<u>Statutory Limits</u>
<u>Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)</u>	<u>USD \$1,000,000 (or equivalent amount in other currency) each claim</u>
<u>Cyber Liability (Required if Seller's products or services access data or networks of Buyer or Buyer's customers)</u>	<u>USD\$1,000,000 annual aggregate</u>
<u>Blanket Fidelity Bond (Crime Insurance)</u>	<u>Where and as applicable</u>

7. Clause 35 to be amended as follows:

Governing Law; Arbitration; Jurisdiction.

The Order shall be construed and governed in all respects in accordance with the laws of Taiwan (Republic of China). Any dispute, controversy or claim arising out of or relating to the Order, including the validity, invalidity, breach or termination thereof, shall be settled in the Taipei District Court as the court of first instance. Both parties irrevocably submit to the exclusive jurisdiction of the Taipei District Court for purposes of hearing and determining any suit, action or proceedings and/or settling any disputes in connection with this Order. When any dispute occurs and while any dispute is the subject of any suit, action or proceeding hereunder, except for the matters in dispute, the parties shall continue to exercise their respective remaining rights, and fulfil their respective remaining obligations under the Order.