

## GLOBAL TERMS AND CONDITIONS OF PURCHASE

Last revised December 4, 2019

These Terms apply when referenced by Buyer's purchase order or other documentation.

1. Offer; Acceptance; Exclusive Terms; Identity of Buyer; Country Supplement. Each purchase order issued by Buyer ("Order") is an offer to Seller for the purchase of supplies, goods, services, or goods and services described in the Order (individually and collectively, the "Products") and includes and is governed by these Global Terms and Conditions of Purchase, as supplemented, for a country or specific application, by other applicable terms and conditions of purchase available at <http://www.johnsoncontrols.com/betandc> (collectively, "Terms" or the "Agreement"). The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding Products covered by the Order, except that a signed prior agreement (such as an award letter, Master Services Agreement, Supply Agreement, Statement of Work or Non-Disclosure Agreement) will continue to apply and govern to the extent the terms therein are more beneficial to Buyer. Any other modification of Buyer's Terms must be expressly stated in the Order and make specific reference to the section of the Terms that are to be modified, or by a written amendment executed by both parties. The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Products in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order. Seller accepts these Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively. "Buyer" is the subsidiary or affiliate of Johnson Controls, Inc. identified in the Order; if no such entity is identified, the Buyer is Johnson Controls, Inc. unless otherwise stated in the applicable Country Statement. The Terms of each Order include (and where indicated, are superseded by) the Country Supplement for the country from which the Order is issued and/or the country in which Seller is located, as indicated in the Order.

2. Time Period of Order. Subject to Buyer's termination rights, the agreement formed by the Order is binding on the parties for one year from the date the Order is transmitted to Seller or, if an expiration date is stated in the Order, until that date. Subject to Buyer's termination rights, the Order will automatically renew and be extended on the same terms for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Order not be renewed.

3. Quantities; Delivery; Material Releases. Quantities listed in each Order as estimated are Buyer's best estimate of the quantities of Products it might purchase from Seller for the contract term specified in the Order. If no quantity is stated or if the quantity is stated as zero: (a) Seller is obligated to supply Buyer's stated requirements for the Products in quantities as specified by Buyer in Material Releases; (b) unless expressly stated on the face of the Order, Buyer is not required to purchase Products exclusively from Seller; and (c) Buyer is required to purchase no less than one piece or unit of each of the Products that are goods and no more than those quantities identified as firm orders in material authorization releases, manifests, broadcasts, or similar releases ("Material Releases") transmitted by Buyer to Seller or, for services, to the extent expressly stated as a firm order in a Statement of Work signed by Buyer. Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller's expense, for notification of Material Releases, shipping confirmation and other information. Buyer may purchase additional quantities of the listed Products using Material Releases. Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility). Time and quantities are of the essence under the Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order and related Material Releases, except as otherwise agreed in writing by the parties. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Products. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4. Invoicing and Pricing; Premium Freight. Except as expressly stated in the Order under the heading "Freight," the price of Products 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, Products will be shipped FCA (loaded) at Seller's final production location, using Buyer's transportation. All invoices for the Products 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 (VAT), which must be shown separately on Seller's invoice for each shipment. 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.

5. Packaging; Marking; Shipping. Seller will: (a) properly pack, mark, and ship Products according to the requirements of Buyer, the involved carriers and the country of destination; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller

will provide all special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Products, containers, and packing.

5.1 Disclosure; Special Warnings or Instructions. Seller will provide Buyer with the following information, with respect to such Products, in a form that would satisfy the requirements of the Sustainability Directives, as defined below, or as otherwise requested by Buyer: (i) a list of all elements, minerals, compounds, and other ingredients that comprise the Products ("Required Minerals") and are the subject of, or addressed by, the Sustainability Directives, defined below, or as otherwise requested by Buyer; (ii) the manufacturing location of Products; (iii) the amount and, as applicable, the percentage of each Required Mineral in Products, and (iv) in addition and pursuant to Section 9, information concerning any changes in or additions to Required Minerals in these Products. Seller will provide the aforementioned information to Buyer as expeditiously as possible prior to the shipment of these Products by Seller, but in any event, in sufficient time to afford Buyer reasonable time to a) determine Buyer's disclosure requirements and b) reject any Products, cancel any Order, or pursue all other remedies, including, but not limited to, legal and equitable remedies, in the event Seller either fails to meet applicable Sustainability Directives or Buyer's disclosure requirements as provided in Sections 5.1 and 5.2. Additionally, before and at the time Products are shipped, Seller will give Buyer sufficient warning in writing (including all required labels on all Products, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Products. Seller agrees to comply with 1) all of Buyer's published policies on sustainability as they exist from time to time as well as 2) all current, and subsequently enacted, national, state, provincial, and local laws and regulations applicable to Buyer, Buyer's customers, Seller, or any combination of (1) and (2), pertaining to content of Products and warning labels ("Sustainability Directives"), including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2002/96/EC and 2002/95/EC regarding restrictions of certain hazardous substances, Dodd-Frank Act regarding conflict minerals and European Union Regulation 1907/2007/EC regarding Registration, Evaluation, Authorization and Restriction of Chemicals. Link to Registration, Evaluation, and Authorization of Chemicals (REACH) Regulation: [http://ec.europa.eu/environment/chemicals/reach/reach\\_intro.htm](http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm). Link to RoHS Directive: [http://ec.europa.eu/environment/waste/weee/index\\_en.htm](http://ec.europa.eu/environment/waste/weee/index_en.htm). Seller will reimburse Buyer for any expenses incurred as a result of improper or incomplete disclosure, packing, marking, routing, or shipping of Products.

5.2 Sustainability. In addition to complying with all applicable Sustainability Directives, with respect to Products, Seller will i) completely, accurately, and timely respond to Buyer's surveys and requests for information related to the Sustainability Directives and Required Minerals and ii) fully cooperate with Buyer in Buyer's efforts to collect information throughout Seller's supply chain on the origin (including determination of a recycled or scrapped source, location of the mine, smelter, and initial entry into the supply chain) and use of Required Minerals in the Products. If Seller fails to fully and timely comply with Sections 5.1, 5.2, or both, in addition to all other remedies available to Buyer under these Terms, the UCC, or otherwise, Buyer may, in its sole and absolute discretion, with respect to any Products, revoke the acceptance, reject, abandon, return or hold such Products at Seller's expense and risk ("Refused Product") and Buyer may cancel in whole or in part, i) any Order, ii) award letter, iii) any other agreement, iv) any other obligation Buyer may have to purchase any or all Products from Seller, or v) any combination of (i), (ii), (iii), and (iv) (collectively "Canceled Products"). Additionally, Buyer has the right to source replacements for any Refused Products, Canceled Products, or any combination thereof and Seller will reimburse Buyer for any difference in cost of such replacements plus all associated expenses, including charges for expediting and quality validation, and losses arising out of or related to adverse effects on Buyer's business as a result of the need to pursue such alternative sourcing.

6. Customs; Related Matters. Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including NAFTA Certificates of Origin) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customs- or NAFTA-related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Products are Seller's responsibility unless otherwise stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Products are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Products' purchase price. If Products are manufactured in a country other than the country in which Products are delivered, Seller will mark Products "Made in [country of origin]." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Products into the country in which Products are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Products is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Products are exported.

6.1. Importer Security Filing. Supplier/Seller acknowledges its obligation with respect to any goods intended for shipment to the United States to provide all required information in support of Johnson Controls' obligation under U.S. law to timely submit (i.e., more than 24 hours prior to ocean lading) its Importer Security Filing ("ISF") with U.S. Customs & Border Protection ("CBP"). That information shall include but not be limited to: (1) Supplier/Seller name and address; (2) Manufacturer or other Supplier name and address (if different from Supplier/Seller); (3) Country of origin; and (4) Commodity HTSUS number (if provided by Johnson Controls for inclusion by Seller/Supplier in its sales/shipping documentation). Supplier/Seller agrees to work with the designated local freight forwarder to provide the requested data and coordinate the export of goods by the required timeframes. 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 the United States resulting from Supplier/Seller's failure to provide this requested information shall be at the sole expense of Supplier/Seller and Supplier/Seller hereby agrees to reimburse Johnson Controls for any amounts it may incur as a result of said failure.

7. Inspection; Non-Conforming Goods/Services; Audit. Buyer may enter Seller's facility to inspect the facility, Products, materials, and any of Buyer's property related to the Order. Buyer's inspection of Products whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control. If defective Products are shipped to and rejected by Buyer, the quantities under the Order will be reduced unless Buyer otherwise notifies Seller. Seller will not replace reduced quantities without a new Material Release from Buyer. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Products as Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from Buyer's plant Products that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Products. Seller will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Products is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct a routine audit at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section.

8. Payment. Unless different payment terms are stated in the Order, the applicable Country Supplement, 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 5th and 22nd 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.

9. Changes. Buyer reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of Products. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any such requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. Seller will not make any change in the Products' design, specifications, location of manufacturing, processing, packing, marking, shipping, price or date or place of delivery except at Buyer's written instruction or with Buyer's written approval.

10. Warranties. Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers, that all Products delivered to Buyer will: (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in countries where Products or other products incorporating Products are to be sold; (c) be merchantable and free of defects in design (to the extent designed by Seller), materials and workmanship; and (d) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period is the longest of: three years from the date Buyer accepts the Products; the warranty period provided by applicable law; or the warranty period offered by Buyer or Buyer's customer to end-users for Products installed on or as part of products. For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Products that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.

11. Supplier Quality and Development; Required Programs. Seller will conform to the quality control standards and inspection system, as well as related standards and systems (including without limitation, quality control policies, QS 9000 and ISO 9000), that are established or directed by Buyer. Seller will also participate in supplier quality and development programs of Buyer as directed by Buyer. As requested by Buyer at any time, unless otherwise specified in an applicable Country Supplement, Seller will participate in and comply with the following Buyer programs and standards: (a) all Supplier Standards Manuals as provided by Buyer (including all subsections and forms), (b) supplier performance evaluations, (c) minority/women owned business expectations, as described and accessible on the Johnson Controls, Inc. website at the event of any discrepancy between any part of the above programs or standards and an express provision of these Terms, these Terms will control.

12. No Solicitation. Seller shall not, without the express written consent of an officer of Buyer, recruit or solicit any Buyer employee during the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement. In the event of Seller's breach of this provision, Buyer may proceed against Seller by way of injunction or otherwise to restrain or prevent the continuance of such breach. Moreover, in respect of each such breach (each occurrence or repetition thereof constituting a separate breach event), Seller shall pay on demand to Buyer an amount equal to such employee's prior year's compensation as a genuine pre-estimate of damages and not as a penalty, the whole without prejudice to Buyer's right to claim, institute legal proceedings for and collect such greater amount of damages as may be sustained by Buyer. It is understood and agreed between the parties that this provision is reasonable and necessary for the protection of Buyer's business and this is an essential to the formation of this Agreement.

13. Minority, Women Business Enterprise MWBE Goals. Seller recognizes the benefits of purchasing goods and services from Minority /Women Business enterprises certified as MBE Minority Business Enterprise by the National Minority Supplier Development Council or WBENC Women Business Enterprise Council and shall establish goals for utilization and drive coordination of Seller's supplier Diversity Program with Buyer's efforts.

13.1 Utilization of Minority/Women-Owned Business Enterprises ("MWBE"). An "MWBE" is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members (United States citizens who are African-American, Hispanic-American, Native American, Asian-Pacific American and Asian-Indian American). Ownership by minority individuals means that the business is at least 51% (or such lesser percentage as may be established by the National Minority Supplier Development Council ("NMSDC") or the Women's Business Enterprise National Council ("WBENC") as sufficient to be certified as and/or deemed to be a minority-owned business) owned by such individuals or, in the case of a publicly-owned business, at least 51% (or such lesser percentage as may be established by the NMSDC or WBENC as sufficient to be certified as and/or deemed to be a minority-owned business) of the stock is owned by one or more such individuals; and further, that the management and daily operations are controlled by those minority group members.

13.2 Utilization of Minority/Women-Owned Business Enterprises. Seller agrees to provide MWBE's the maximum practicable opportunity to participate in the subcontracts and orders it may award in connection with this Agreement. The target goal for utilization of MWBE's under this Agreement is set at fifteen percent (15%); the material failure, if any, to meet this target goal shall constitute a default by Seller of its obligations under this Agreement. Seller will require a minority/women- owned certification by one of the affiliated local Councils of the NMSDC or WBENC from any firm claiming to be an MWBE. Seller will report on a quarterly basis the MWBE participation in this Agreement, including without limitation an identification of each MWBE utilized, the goods and/or services procured from each MWBE and the total amount paid to each MWBE in connection therewith.

13.3 Utilization of Minority/ Women-Owned Business Enterprises Can be Waived if the Seller Allows Johnson Controls to Pay Sub-tier Diverse Supplier Directly. Seller agrees to provide MWBE's the maximum practicable opportunity to participate in the subcontracts and orders it may award in connection with this Agreement. The Seller further agrees to allow Johnson Controls to pay sub- tier MWBE suppliers directly that work for Seller on Johnson Controls' projects. The target goal for utilization of MWBE's that Johnson Controls would pay directly under this Agreement is still set at fifteen percent (15%); the material failure, if any, to meet this target goal shall constitute a default by Seller of its obligations under this Agreement. Seller will require a Minority/Women- owned certification by one of the affiliated local Councils of the NMSDC or WBENC from any firm claiming to be an MWBE. Seller will report on a monthly basis the MWBE participation in this Agreement, including without limitation an identification of each MWBE utilized, the goods and/or services procured from each MWBE and the total amount Johnson Controls should pay to each MWBE in connection therewith.

14. Service Literature. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

15. Remedies. The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for any incidental or consequential damages caused by Seller's breach or by nonconforming Products, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer or its customer(s): (a) in inspecting, sorting, repairing or replacing the nonconforming Products; (b) resulting from production or supply interruptions; (c) conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Products. Consequential damages include reasonable professional fees incurred by Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Products, and will participate in and comply with warranty reduction or related programs as directed by Buyer that relate to the Products. In any action brought by Buyer to enforce Seller's obligation to produce and deliver Products under the Order, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to specific performance of Seller's obligations under the Order.

16. Compliance with Laws, Regulations and Statutes; Ethics. Seller, and any Products supplied by Seller, will comply with all laws, regulations and statutes in the jurisdiction in which the agreement applies including with all applicable laws, rules, regulations, orders, conventions, ordinances and standards, that relate to (a) the manufacture, labeling, transport, import, export, licensing, approval or certification of the Products, and (b) environmental matters, hazardous materials, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. Seller shall obtain all applicable permits and licenses required in connection with performing its obligations hereunder.

16.1 The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Products or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Supplier certifies, warrants, and guarantees to Johnson Controls that its product(s) are in full compliance with all applicable laws and regulation, including but not limited to the European REACH regulation and RoHS directive. A list of restricted substances is available at [www.johnsoncontrols.com/restrictedsubstances](http://www.johnsoncontrols.com/restrictedsubstances).

16.2 Buyer has established an Ethics Policy as described and accessible on the Buyer's website at <http://www.johnsoncontrols.com/ethics> and expects Seller, and Seller's employees and contractors, to abide by this policy or an equivalent ethics policy of its own. Seller acknowledges that it has reviewed its supply chain security procedures and certifies that in the countries in which Seller is doing business Seller (a) shall comply with laws

prohibiting slavery and human trafficking, and (b) does not use labor from persons of less than minimum working age. Seller and its personnel also have a responsibility to bring any concerns related to these policies to Buyer through its confidential Internet-reporting service at [www.JohnsonControlsIntegrityHelpline.com](http://www.JohnsonControlsIntegrityHelpline.com). Seller and its personnel may also call Buyer's confidential, toll-free Integrity Helpline at 1-800-250-7830. For calls originating from outside of the United States, a complete list of toll-free numbers can be found on Buyer's website at: [www.JohnsonControlsIntegrityHelpline.com](http://www.JohnsonControlsIntegrityHelpline.com).

16.3 **U.S. Federal Government Contract Requirements.** If Buyer informs Seller that Products purchased hereunder will be used in performing work under a prime or higher tier-subcontract by the U.S. Government, Seller shall comply with the following provisions of the Federal Acquisition Regulation (FAR), 48 CFR Part 52: (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days; (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) if the subcontract is funded under the Recovery Act; (iii) 52.219-8, Utilization of Small Business Concerns (Jan 2013) if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (iv) 52.222-26, Equal Opportunity (Mar 2007); (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010); (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010); (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009); and (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64. As used in the referenced FAR clauses "Contract" means this Agreement; "Contracting Officer" means the U.S. Government Contracting Officer; "Contractor" and "Offeror" means Seller; "Prime Contract" means prime contract between Buyer and the Federal government; and "Subcontract" means any contract placed by Seller or lower-tier subcontracts under this Agreement. Seller further agrees to supply information requested by Buyer for compliance with Subcontracting Reporting Representations of FAR 52.204-10, and product country of origin requirements, including but not limited to: the American Recovery and Reinvestment Act (Public Law 111-5, Sec. 1605, 123 Stat. 115, 303 (Feb. 17, 2009) ("ARRA"); the Buy American Act (41 USC 10a-10d); Trade Agreements identified at 48 CFR 25.400; and "Buy America" requirements of 49 U.S.C. 5323j and 49 CFR Part 661.

17. **Customer Requirements.** As directed by Buyer in writing, Seller agrees to comply with the applicable terms of any agreements between Buyer and its customer(s) to which Buyer provides the Products (as incorporated into products supplied to such customer(s)). Buyer may in its discretion supply Seller with information regarding purchase orders from its customer(s). Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under the Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term between the Buyer and Seller.

18. **Indemnification.** To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Buyer, Buyer's customers (both direct and indirect, including manufacturers of vehicles in which Products are incorporated), and dealers and users of the products sold by Buyer (or the vehicles in which they are incorporated) and all of their respective agents, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective Products, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Terms). If Seller performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's sole negligence.

19. **Insurance.** The following general requirements apply to any and all work under the Order. Compliance is also required by all contractors and subcontractors of any tier ("Contractor"). Seller/Contractor shall not commence any work of any kind under the Order until all insurance requirements contained in these Terms have been complied with as outlined below and, if requested by Buyer, until evidence of such compliance, as to form and content, is satisfactory to Buyer and has been filed with Buyer. Any and all insurance required by these Terms shall be maintained during the entire term of the work performed under the Order, including any extensions thereto, and until all work has been completed to the satisfaction of Buyer. Approval or acceptance of the insurance by Buyer shall not relieve or decrease the liability of the Seller or Contractor hereunder and failure to maintain insurance shall constitute a material breach of these Terms.

19.1 **Standard Conditions Rating.** Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide – Property- Casualty. The ratings for each company must be indicated on the Certificate of Insurance Form. All insurance policies must be written by companies with a current Best's

rating (as set forth in the most current edition of Best's Key Rating Guide, published by A.M. Best and Company), or equivalent, of A-V or better.

19.2 **Cancellation.** Buyer shall, without exception, be given not less than thirty (30) days' notice prior to cancellation for other than non-payment of premium of any insurance required by this contract. Non-payment of premium shall require ten (10) days' notice of cancellation. Confirmation of this mandatory 30 days' notice of cancellation shall appear on the Certificate of Insurance and on any and all insurance policies required by this contract. Certificate of Insurance Form – Seller is required to provide a Certificate of Insurance form to Buyer detailing the minimum insurance coverage and limits as specified in Section 19. Seller may submit their Certificate of Insurance in PDF.

19.3 **Waiver of Subrogation.** Seller/Contractor waives its right of recovery and will cause their insurers to waive their rights of subrogation under all insurance policies required including their respective agents and employees. Seller/Contractor hereby releases Buyer, including their respective affiliates, directors and employees, for losses or claims for bodily injury, property damage or other insured claims arising out of performance under this contract.

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 Automobile Liability policies with respect to work performed under the Order.

19.5 **Primary.** It is expressly agreed and understood by and between Seller/Contractor and Buyer and Owner that the insurance afforded the additional insured's shall be the Primary insurance and that any other insurance carried by Buyer and Owner shall be excess of all other insurance carried by Contractor and shall not contribute with the Seller/Contractor's insurance.

19.6 **Coverage Limits.** The following minimum insurance coverage and limits are required. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The procurement and maintenance of the below insurance coverage shall not limit or affect any liability which Seller/Contractor may have by virtue of this contract. All insurance policies related to the minimum coverage and limits should be issued on an occurrence form (with the exception of Professional Liability to which a claims made policy is acceptable as long as the retroactive date precedes the date of this contract). All limits are stated in U.S. Dollars.

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	\$5,000,000 Per Occurrence, General Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury
Automobile Liability covering all autos used in connection with the work performed	\$2,000,000 combined single limit covering property damage and bodily injury
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each accident, each employee, each disease – policy limit
Professional Liability (if applicable)	\$1,000,000 each claim
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable
Payment & Performance and/or Labor & Material Bonds	Where and as applicable

\*Commercial General Liability limits may be met with a combination of General Liability and Umbrella/ Excess Liability policy limits.

20. **Sustainability.** Buyer and Seller hereby recognize the value in supporting initiatives which strive to achieve excellence in environmental and social performance. While this Agreement defines the parameters in which the parties will conduct business and seek mutually advantageous financial advantage, the parties agree that there is a recognition, belief in, and practice of the principles of sustainable business woven into the fabric of how they will conduct themselves. Elements which the parties will consider include:

- Supporting the Global Reporting Initiative (GRI - <http://www.globalreporting.org/>), including development of a Sustainability Report in alignment with GRI reporting guidelines.
- Promoting diversity in the supplier base. Reference the National Minority Supplier Development Council (NMSDC – <http://www.nmsdc.org>)
- Taking voluntary initiatives to reduce environmental impacts. These include efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote "greening of the supply chain."
- Supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and

benefits, and being responsible citizens in communities where the parties operate.

- Participating in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements as requested by Buyer.
- The Buyer's current Sustainability Report can be found online at [www.johnsoncontrols.com](http://www.johnsoncontrols.com).

21. **Termination.** In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order; (b) transfer title and deliver to Buyer the finished Products, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Products to a different supplier. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Products in the quantities ordered by Buyer that conform to the Order; (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d). Notwithstanding anything other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller.

21.1 **Insolvency.** The Order may be terminated immediately by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' and other professional fees: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Seller; (d) a receiver or trustee is appointed for Seller; (e) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (f) Seller executes an assignment for the benefit of creditors.

21.2 **Termination for Breach or Nonperformance.** Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order; (b) fails or threatens not to deliver Products or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Products and does not correct the failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Products for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

22. **Force Majeure.** Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; civil unrest; wars; sabotage; inability to obtain power; or court injunction or order. The change in cost or availability of materials or components based on market conditions or supplier actions will not constitute force majeure. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Products to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts.

23. **Technical Information Disclosed to Buyer.** Seller agrees not to assert any claim against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Products covered by the Order, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Buyer or by a valid patent expressly disclosed to Buyer prior to or at the time of the Order.

24. Proprietary Rights; Indemnification. Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Products procured or provided by Seller (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Products, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer and provided in writing to Seller; (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret); (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under the Order without payment of any royalty or other compensation to Seller; (d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order; (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (g) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire," and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). Except as expressly agreed by Buyer in a signed writing, all Products or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by Buyer in a signed writing, all Products or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by Buyer. Buyer shall also retain all intellectual property rights related to energy efficiency improvements 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) for products or services which Buyer purchases from Seller/Contractor which may directly or indirectly increase the energy efficiency of the products or facilities of Buyer or Buyer's customers. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section. At no additional cost, Seller will grant Buyer a license to use any intellectual property owned by Seller that is necessary or incident to the reasonably intended use or application of the Products.

25. Buyer's Property. All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), packaging and all documents, standards or specifications, trade secrets, proprietary information and other materials and items furnished by Buyer, either directly or indirectly to Seller to perform the Order or for which Buyer has agreed to reimburse Seller (collectively, "Buyer's Property"), will become Buyer's property (including passage of title) as it is fabricated or acquired, and will remain Buyer's property regardless of payment. Buyer's Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer's Property to a third party, on a bailment basis as a bailee-at-will. Seller bears the risk of loss of and damage to Buyer's Property. Seller is solely responsible for inspecting, testing and approving all Buyer's Property prior to any use, and Seller assumes all risk of injury to persons or property arising from Buyer's Property. Buyer's Property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing Products meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed to be personal property of Buyer, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without Buyer's approval. Seller will insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Any replacement of Buyer's Property will become Buyer's property. Seller may not release or dispose Buyer's Property to any third party without the express written permission of Buyer. Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Products. Buyer and its affiliates have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Effective immediately upon written notice to Seller, without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Seller to Buyer either (i) FCA (loaded) transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (ii) to any location designated by Buyer, in which case Buyer will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens.

26. Seller's Property. Seller, at its expense, will furnish, keep in good working condition capable of producing Products meeting all applicable specifications, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are not Buyer's Property and that are necessary for the production of Products ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services similar to Products for other customers, including aftermarket customers, such goods or services will not incorporate any of Buyer's logos, trademarks, trade names or part numbers. Seller will not

disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by Buyer. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of Products under the Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

27. Tooling; Capital Equipment. This Section applies only to orders for tooling and/or capital equipment. Buyer will have access to Seller's premises, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Order or amendment. The price set forth in the Order or amendment will be adjusted so as to credit Buyer in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller further agrees to retain all cost records for a period of two years after receiving final payment of the charges. All tools and equipment are to be made to Buyer's specifications (or, where directed by Buyer, those of Buyer's customer). Any exception to such specifications must be stated in writing on the Order or otherwise in a signed writing by Buyer. To the extent the Order expressly states that it is for "tooling" or "capital equipment" and unless otherwise stated in the Order, freight terms are FCA (loaded) Origin – Freight Collect, and Seller should not prepay or add freight charges.

28. Set-Off; Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

29. Confidentiality. Seller acknowledges that proprietary and confidential information will be received from Buyer or developed for Buyer under the Order, regardless of whether such information is marked or identified as confidential. Seller agrees to keep all proprietary or confidential information of Buyer in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use for other than the purpose of the Order, any proprietary and confidential information of Buyer. Following the expiration or termination of the Order, upon Buyer's request, Seller will promptly deliver to Buyer any and all documents and other media, including all copies thereof and in whatever form that contain or relate to Buyer's confidential or proprietary information. Seller's obligations under this Section will continue for a period of five years from the date of disclosure of information covered by this Section, unless a longer period is specified in writing by Buyer. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) after disclosure by Buyer becomes publicly known through no fault of Seller; or (c) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information. Notwithstanding anything to the contrary in these Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control. To the extent that Seller has access, regardless of the method or manner in which Seller obtains access, to (a) the personal information of Buyer's customers or personnel, and/or (b) Buyer's data, Seller shall comply with Buyer's Information Security requirements and Data Processing Terms.

30. No Publicity. Seller will not advertise, publish or disclose to third parties (other than to Seller's professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Products covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining written consent from an Officer of Buyer and such consent may be withheld in Buyer's sole discretion.

31. Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

32. Conflict of Interest. Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

33. Non-Assignment. Seller may not assign or delegate its obligations under the Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Products, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

34. Sales Tax Exemption. The Products purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number and/or other exemption information are stated in the Order, the applicable Country Supplement or are otherwise provided by Buyer.

35. Governing Law; Arbitration; Jurisdiction. Unless stated otherwise in the applicable Country Supplement the Order is to be construed according to and governed by the laws of the jurisdiction of the State of Wisconsin and the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are expressly excluded. The arbitration provisions of this Section will be governed by the United States Federal Arbitration Act. At Buyer's option, exercised by written notice any time before or within 30 days following the service of process in a legal action, any dispute regarding the Products, the Order, the validity of the Order or any of these Terms, or any other matter between the parties (other than requests for injunctive relief) will be resolved by binding arbitration, conducted in the English language using a single arbitrator selected by the parties. The location and rules of the arbitration will be as stated in the applicable Country Supplement. If such location and/or rules are not identified: (a) the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure, in a location agreed by the parties; (b) if the parties cannot agree on a location within 30 days of either party's written request for arbitration, the arbitration will be conducted in metropolitan Milwaukee, WI USA; and (c) if the parties cannot agree on an arbitrator within 30 days of the selection of the arbitration location, each party will select a person from the AAA-approved commercial arbitrator list and those two people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages. The award of the arbitrator will be enforceable in any court of competent jurisdiction, provided that either party may appeal to the court identified in the Country Supplement, or if no court is identified, then to the U.S. District Court for the Eastern District of Wisconsin, for correction of any clear error of fact or law by the arbitrator (provided that the appealing party must first post an appropriate bond and that the prevailing party in any such action will be entitled to its attorneys' fees and costs). Any request for injunctive relief 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 of such court. Any request for injunctive relief against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which the Order issued.

36. Language; Severability; No Implied Waiver. The parties acknowledge that it is their wish that these terms and all documents relating thereto be in the English language only and governed thereby. Les parties aux presents reconnaissent avoir voulu que cette convention ainsi que tous les documents qui s'y rattachent soient rediges en langue anglaise seulement et regis par la meme. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

37. Survival. The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

38. Entire Agreement; Modifications. The Order, together with any related attachments, exhibits, supplements or other terms of Buyer specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Order. The Order may only be modified by a written amendment executed by authorized representatives of each party. Buyer may modify these Terms with respect to future Orders at any time by posting revised Terms to its web site at <http://www.johnsoncontrols.com/betandc>, and such revised Terms will apply to all Orders issued thereafter.

39. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all other documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. The parties may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes.