

SCHEDULE 5

GENERAL CONDITIONS OF SALES

THE BELOW T&C ARE TO BE USED BY DEFAULT

All commercial dealings between Johnson Controls and its clients will be carried out under the following General Conditions of Sales, which are understood and accepted by the Distributor upon placing an order.

- 1. Catalogues, offers and orders**
 - 1.1 All the information given in our catalogues is merely indicative.
 - 1.2 All offers submitted by Johnson Controls are always, and to all effects, subject to our final confirmation in writing of the corresponding order.
 - 1.3 Any term included in the order by the buyer that does not comply with these General Conditions of Sales or, if applicable, with the special terms of each product, will be considered null, unless expressly approved by Johnson Controls on the corresponding order confirmation.

- 2. Modification or Cancellation of orders**
 - 2.1 Sales order contracts may be modified or terminated only upon Johnson Controls' written consent.
 - 2.2 Confirmed orders cannot be terminated in the following cases:
 - Two (2) days after the date of receipt, by the buyer, of our sales confirmation.
 - Once the product has been shipped.
 - Once the products are in production.
 - 2.3 Johnson Controls reserves the right to cancel orders pending delivery if the buyer has not complied, in total or in part, with previous contract orders or has overdue payments.

- 3. Prices**
 - 3.1 The prices appearing in our price lists are always based on the following Incoterms: EXW (Location to be specified in each order)
 - 3.2 Our sales prices can vary by merely notifying the buyer. These new prices will be applied to all orders pending delivery at the application date of modification (by default [60] days after validation).
 - 3.3 All taxes currently in force and which in the future may affect the production, delivery of goods, or sale of products, will be charged to the buyer, unless expressly prohibited.

- 4. Delivery dates**
 - 4.1 All delivery dates appearing on our order confirmations are merely indicative.
 - 4.2 Non-compliance with the delivery dates shall not, in any case, be a cause for any claim whatsoever on the part of the buyer.
 - 4.3 Delays in delivery not directly caused by Johnson Controls cannot justify the cancellation by the buyer of the involuntarily delayed order.

- 5. Delivery terms**
 - 5.1 The goods' liability is according to the corresponding Incoterm in its last version.
 - 5.2 The orders received by Johnson Controls, unless prevented by the nature of the product, can be completed in partial deliveries.

- 6. Allowances**
 - 6.1 Any discount, promotion, allowance or credit granted on our price list is subject to final execution of the operations of said profits, or carried out within, if applicable, the corresponding period; consequently the right to same will be forfeited in the case of non-payment or delay payment with regard to that operation or the period in question.

- 7. Packing**
- 7.1 Our products will be shipped packed as indicated in the corresponding catalogue or price list, attending, within reason, to the instructions of the buyer with regard to other types or forms of packing, which will be invoiced at cost price.
 - 7.2 Unless otherwise indicated, the packing cost is included in the price of the good/part.
 - 7.3 Our packing is non-returnable.
- 8. Payment Terms**
- 8.1 Payment will be made by the buyer forthwith against delivery and receipt of the documents, payment conditions are _____ (unless otherwise specified).
 - 8.2 Payments will be made in the following currency: Euros or US Dollars depending on the currency of the invoice issued by Johnson Controls.
 - 8.3 Johnson Controls may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants.
- 9. Warranty**
- 9.1 The Distributor will take care of all Warranty issues in the Territory, as follows:
 - 9.2 Our RLC products, as long as used in normal conditions and/or installed in accordance with the standards in force, are guaranteed against all manufacturing defects for the period of time expressly determined for each product, according to the “Johnson Controls Residential and Light Commercial Europe and Africa Warranty Policy”. For the application of this Warranty, it is necessary, in each case, to issue the corresponding Warranty Claim Form and get the written acceptance of the Warranty Claim. The Warranty Claim Form will be provided to the Distributor by Johnson Controls.
 - 9.3. _____ Our _____ other _____ products
 - 9.4 Our Warranty covers only manufacturing defects and never independent operating or installation defects.
- 10. Claims**
- 10.1 Besides the guarantee that covers our products, we attend to justified claims with regard to an error or defect in the quantity of same, as long as they are presented no later than 5 working days after receipt of the merchandise.
- 11. Return Materials**
- 11.1 Not accepted without Johnson Controls’ prior written consent.

FOR DISCUSSIONS PURPOSES ONLY