

**JOHNSON CONTROLS TERMS AND CONDITIONS****1. ACCEPTANCE AND MODIFICATION OF AGREEMENT**

This purchase order (P.O.) becomes a binding contract, subject to the terms and conditions hereof, when accepted by delivery of written acknowledgment to Purchaser or by delivery of goods in whole or in part. Any acknowledgment form or other form of Seller containing terms and conditions of sales shall not have the effect of adding to, modifying or deleting the terms and conditions hereof. Any addition to, modification of, or deletion from this P.O. shall be in writing and signed by Purchaser's authorized representative. It is the specific intent of the parties that the terms of this P.O. shall govern the relationship between Purchaser and Seller, unless the parties otherwise agree in writing.

**2. DELIVERY**

Time of delivery is and shall remain the essence of this P.O. In the event Seller fails to deliver as and when specified, Purchaser reserves the right to cancel this P.O., or any part thereof, without prejudice to or waiver of its other rights. Purchaser may charge Seller with any loss or expense sustained as a result of such failure to deliver in accordance with this P.O. If Seller is unable to meet the delivery requirements listed on the P.O., Seller shall advise Purchaser of different delivery dates on written acknowledgement, and Purchaser may accept changed delivery dates or Purchaser may request Seller to ship by express carrier. Upon such request, Seller shall ship by express carrier and Seller shall pay the difference between the freight and express rate.

**3. SHIPPING AND PACKING**

All items ordered shall be suitably packed and marked for shipping by Seller. Purchaser shall not be charged for any packing, marking or boxing not separately itemized hereon. Seller shall be liable to Purchaser for any loss or damage resulting from Seller's failure to provide adequate protection during shipment. Purchaser and Seller shall assist each other, including the procuring of any documents of information, in filing and/or prosecuting any claims against carriers or others arising out of any such shipment.

**4. INVOICES**

Seller shall send all invoices to the address stated on the front of the P.O. All invoices shall include (a) the purchase order release number; (b) item number on the release; (c) invoice quantity; and (d) unit price and total invoice amount. The invoice shall also include a separately itemized list of all applicable sales and/or use taxes, and any freight charges invoiced shall also be listed separately and accompanied by a copy of the freight bills. Purchaser agrees to settle all invoices within sixty (60) days of invoice or proof of shipment, whichever is later. Cash discounts will be taken in accordance with terms shown on Seller's invoices.

**5. OVERSHIPMENTS**

All goods shipped on this P.O. must not be in excess of quantity ordered unless authorized by Purchaser in writing. Overshipments may be returned at Seller's expense.

**6. WARRANTIES**

In addition to Seller's standard warranty and/or service guaranty, if any, Seller also warrants that all goods supplied hereunder shall be free and clear of all liens and encumbrances, including good and merchantable title thereto being in the Seller; shall be free from any defects in design, material or workmanship; shall be of good and merchantable quality; shall conform to any of Purchaser's drawings and specifications set forth, attached or referred to herein; shall conform to any sample approved by Purchaser; shall be fit and safe for all purposes for which the same are purchased hereunder, and of which Seller shall have been informed by Purchaser or shall be otherwise aware; and shall comply and have been produced, processed and delivered in conformity with all applicable Federal, State, or other laws, administrative regulations and orders.



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The foregoing warranties shall survive inspection, delivery, and payment. In addition to all other remedies permitted by law, Purchaser shall have the option and the right to return all defective items to Seller, at Seller's expense, for repair, replacement or refund.

7. PROPRIETARY INFORMATION

All specifications, drawings, designs, know-how, trade secrets, customer lists, sales information, technical data, inventions, or other proprietary information which may be disclosed by Purchaser to Seller, or which are developed by Purchaser or Seller in connection with this P.O. shall be the sole and exclusive property of Purchaser, and Seller agrees to retain all such proprietary information in strict confidence and not to disclose it to other parties or otherwise use it except as may be specifically required to provide the goods to Purchaser hereunder. Seller agrees to disclose promptly to Purchaser any proprietary information developed in connection with this P.O. and to transfer all right, title and interest in and to such proprietary information to Purchaser, including any applications for Letter Patents or other registrations thereon prepared at Purchaser's expense.

8. MATERIAL FURNISHED BY PURCHASER

Any material, molds, dies, jigs, tools and equipment furnished by Purchaser in connection with this P.O. shall remain the sole property of Purchaser and shall be deemed to be bailed to Seller for the limited purpose of providing goods to Purchaser hereunder. Seller shall not sell or otherwise encumber Purchaser's title and interest in such items, and specifically agrees to return such items to Purchaser upon demand. Seller shall be responsible for any loss or damage thereto and shall keep all materials, tools and equipment in which Purchaser has an interest insured against risk of loss or damage, for their value at Seller's expense while they are in Seller's possession. Any remaining material, tools and equipment shall be immediately returned to Purchaser F.O.B. Seller's facility, properly packed upon receipt of Purchaser's written directions. Seller further agrees to assist Purchaser in any efforts necessary to perfect Purchaser's security interest, if any, in such items, and Seller agrees that a photocopy of this contract may be filed in lieu of the filing of a financing statement.

9. PRICE

If the price is omitted or incorrectly stated on the order, then Seller shall insert Seller's lowest prevailing market price on the acknowledgement; provided, however, that any price reduction made subsequent to the placement of this order shall be applicable to this order.

10. INDEMNITY AND INSURANCE

Seller agrees to defend, indemnify and hold Purchaser, its employees, officers, directors, shareholders, agents and assigns harmless from and against any and all suits, claims, demands, causes of action, damages, losses, costs and expenses of any kind (including reasonable attorneys fees), arising out of or relating to (a) non-compliance or alleged noncompliance by Seller of any law referred to in Paragraph 17, (b) the manufacture, transportation or sale of the goods under this contract, or (c) any negligent or willful act or omission by Seller, its officers, agents, or employees. Seller, at its expense, shall maintain and submit evidence of adequate levels of the following insurance: Public Liability, Property Damage, Worker's Compensation and Comprehensive General Liability insurance, including coverage for contractual and product liability, and upon Purchaser's request shall provide adequate automobile liability insurance including coverage for owned, non-owned and hired vehicles. In the event any goods sold and delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and save harmless Purchaser from all loss or the payment of all sums of money by reasons of any accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of said goods and are contributed to by said defective condition, including product recalls.

11. PATENTS, TRADEMARKS AND TRADENAMES

Unless authorized by Purchaser in writing, the names of Purchaser, its parent, subsidiaries and/or any



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affiliated corporations or any of their trade names, copyrights, or trademarks shall not be used by Seller. Seller agrees to indemnify and save harmless the Purchaser, its officers, agents, successors, assigns and customers from and against any and all loss, cost, expense or damages, including reasonable attorney's fees, due to any actual or alleged infringement or violation by Seller of any trade name, trademark, copyright or patent (unless the goods ordered are of Purchaser's design) arising out of or on account of the manufacture, possession, sale or use of any goods provided herein.

12. TERMINATION

Purchaser may terminate this P.O. in whole or in part by providing written notice to Seller. The acceptance of goods or performance after the occurrence of any of the following enumerated events shall not affect the right of Purchaser to terminate under this paragraph.

In the event Purchaser terminates this P.O. for any of the following: (a) a material breach by Seller; (b) Seller's insolvency or commission of an act of bankruptcy; (c) filing a voluntary or involuntary petition of bankruptcy by or against Seller; or (d) appointment of a receiver for Seller by any court of competent jurisdiction, then Purchaser's sole liability shall be limited to paying Seller the price of any items delivered and accepted by Purchaser.

In the event of a termination for any other cause, Seller shall promptly advise Purchaser of the quantities of applicable work in process, inventory, or other commitments made by Seller for the specific purpose of complying with the cancelled purchase order release(s), and shall further identify the most favorable disposition that Seller can make thereof. Upon receipt of such information, Purchaser shall enter into good faith negotiations for settlement and payment of such amounts. Seller's acceptance of such payment will constitute an acknowledgement that Purchaser has fully discharged any such liability Purchaser may have under this clause. Purchaser shall, in addition to all rights and remedies conferred hereunder, have all of the rights and remedies provided by the Uniform Commercial Code.

13. INDEPENDENT CONTRACTORS

Seller and Purchaser understand and agree that the relationship between them is that of independent contractors (with the obligation solely on the Seller's part to pay any taxes imposed on or measured by income) and that Seller is not an agent or employee of Purchaser. Subject to the rights granted to and the obligations undertaken by Seller hereunder, Seller shall conduct its business at its own initiative, responsibility and expense. Seller agrees to provide Purchaser with Seller's Federal Identification or Social Security number as a condition precedent to Purchaser's obligation to make any payment hereunder.

14. GOVERNING LAW; ARBITRATION; JURISDICTION The P.O. is to be construed according to the laws of the People's Republic of China, excluding 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. Any dispute regarding this P.O., the validity of this P.O., or any of these Terms, or any other matter between the parties (other than requests for injunctive relief, (to the extent available by law)) will be resolved by binding arbitration by the China International Economic and Trade Arbitration Commission (CIETAC), which shall be conducted in the [English] language in accordance with the Commission's arbitration rules in effect at the time of application for arbitration. The arbitral award is final and binding upon both parties. The arbitration tribunal shall consist of three arbitrators. During the course of arbitration, this P.O. shall continue to be performed except for the matters in dispute which are subject to consultation or arbitration.

15. LIEN RELEASE

Seller shall indemnify and hold harmless Purchaser from and against all liability loss, cost, damage or expense, including attorney's fees, which Purchaser may suffer or incur as a result of any claim by laborers, mechanics and/or material liens which arise out of or in connection with Seller's obligations under this P.O. As a condition to payment of any invoice submitted under this P.O., Seller shall furnish Purchaser with mechanics lien releases covering all labor, material and all other things used by Seller in the performance of



the work covered by this P.O.

16. FORCE MAJEURE

Neither party hereto shall be liable for any loss or damages arising out of a failure to perform hereunder to the extent such loss or failure is caused by riots; war or hostilities between any nation; acts of God; fire, storm; flood; earthquake; strikes, labor disputes; shortage or delay of carriers; power or other utility services; or any governmental restrictions, including the Defense Materials System Priority Regulations. A party seeking relief under this paragraph shall immediately notify the other in writing that a force majeure event has occurred, the nature of the event, and the anticipated duration. That party shall use best efforts to minimize the time of such event. Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this P.O., Seller shall immediately give written notice thereof to Purchaser.

17. Compliance with Laws and Ethics.

Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies 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. Seller and its employees and contractors will abide by Supplier's Ethics Policy (available at <http://www.jci.com/corpvalues/ethics.htm>) or by calling 414-524-2471 or Seller's own equivalent ethics policy.

18. CHANGES

Purchaser may at any time by written notice, modify, change, add, or delete to the properties and requirements of the drawings, specifications, samples, quantities, delivery schedules, shipments, or other descriptions as to any article, material or work covered by this P.O. If any such order affects the costs of, or the time required for, fabrication and delivery of the goods, Seller shall submit a claim for adjustment under this clause within thirty (30) days from the date of notification of the change, and Seller and Purchaser shall then mutually agree in writing upon any change in Seller's compensation.

19. WAIVERS

Any waiver of strict compliance with the terms of this P.O. shall not be a waiver of Purchaser's right to insist upon strict compliance with the terms of the P.O. thereafter, or any future orders.

20. PERFORMANCE BY SELLER

This P.O. is issued to Seller in reliance upon Seller's personal performance of the duties imposed, and by accepting same, Seller agrees not to assign this order or delegate the performance of its duties without obtaining the prior written consent of Purchaser. Any such assignment or delegation attempted without Purchaser's prior written consent shall effect, at the option of Purchaser, a cancellation of all Purchaser's obligations hereunder.

21. SET OFF

Purchaser shall be entitled at all times to set off any amount owing at any time from Seller to Purchaser or any of its affiliated companies against any amount payable to at time by Purchaser in connection with this order.

## 江森一般条款与条件

### 1. 对协议的承诺与修改

当向买方以送交书面确认的形式，或以全部或部分交付货物的形式进行承诺时，取决于本条款与条件，本采购订单(订单)即成为一项有约束力的合同。卖方的任何确认形式，或包含销售条款与条件的其他形式，不应具有增加、修改或删除本条款与条件的效力。对本订单的任何增加、修改或删除，应以书面作出，并经买方授权代表签署。除非各方另行书面约定，使本订单的条款应适用于买方和卖方的关系是各方确切的意图。

### 2. 交付

对本订单而言，交付时间是且应至为关键。如果卖方未按约定交付，则买方保留撤销本订单或其任何部分的权利，且不会妨碍或放弃买方的其他权利。买方有权要求卖方承担因未根据本订单交货而遭受的任何损失或支出。如果卖方无法满足订单中列明的交付要求，卖方应在书面确认中通知买方不同的交付日期，并且买方可以接受更改后的交付日期，或买方也可以要求卖方以加急递送运输。一旦有此要求，卖方即应以加急递送运输，且卖方应支付运费与加急递送费间的差价。

### 3. 运输与包装

为运输所订购的所有项目，应由卖方适当包装和标注。买方无须承担任何包装、标注或装箱的费用，除非另项单列。卖方应向买方承担因卖方在运输中未提供充分保护而造成的任何损失或损害。卖方与买方应互相协助，包括协助获得任何信息文件，对承运人或其他方，提出涉及该等运输的权利主张和/或就该等权利主张进行追索。

### 4. 发票

卖方应将所有发票发送至订单正面写明的地址。所有的发票应包括 (a) 订单号；(b) 零件号；(c) 发票数量；以及 (d) 单位价格和发票总额。发票还应包括一另项单列的清单，列明所有适用的销售和/或使用的税项，且应另列已开具发票的任何运费，并附运费帐单的复印件。买方同意，在开具发票或装运证明(以较迟者为准)后六十(60)日内，结清所有发票。根据卖方发票所示的条款，将给予现金折扣。

### 5. 多运

除非经买方书面授权，根据本订单所装运的所有货物不得超过所订购的数量。多运的货物可以退回，由卖方承担费用。

### 6. 保证

除卖方的标准保证和/或服务承诺(如有)以外，卖方还保证，本条款与条件项下所供应的所有货物，不存在任何留置和负担，包括卖方对货物的良好的所有权与适销的权利；不存在设计、材料或工艺上的任何瑕疵；具有完好和适销的品质；符合本条款与条件列明、所附或提及的任何买方图纸与规格；符合买方认可的任何样品；在

所有目的下均为适用又安全(这也正是本条款与条件项下购买之目的), 该等目的已经由买方事先告知, 或卖方已经由其他方式意识到; 遵循且已按照所有适用的中华人民共和国法律、行政法规或法令进行生产、加工和交付。

即使在验货、交货和付款之后, 前述保证仍应继续有约束力。除法律允许的任何其他救济外, 买方还有选择权与权利, 将有瑕疵的所有货物退还给卖方, 以便修理、更换或退款, 费用由卖方承担。

#### 7. 专有信息

可能由买方向卖方披露的, 或买方或卖方开发的与本订单有关的所有的规格、图纸、设计、专有技术、商业秘密、客户清单、销售信息、技术数据、发明或其他专有信息, 应为买方专有和独占的财产, 卖方同意对该等所有专有信息严格保密, 不会将其透露给其他方, 或以其他方式使用, 但有特别要求以便根据本条款与条件向买方提供货物除外。卖方同意向买方立即披露所开发的关于本订单的任何专有信息, 并将该专有信息中的全部权利、所有权和权益, 包括买方承担费用的对专利证书的申请或对专有信息进行的其他注册, 转让给买方。

#### 8. 买方提供的材料

买方提供的与本订单有关的任何材料、模具、冲模、夹具、工具和设备, 应始终为买方的独有财产, 并且应被视为, 为向本条款与条件项下买方提供货物的有限目的, 而托付给卖方。卖方不得出售或以其他方式设定负担于买方在该等物件中享有的权利和权益之上, 并特别同意, 一经要求, 即将该等物件返还买方。卖方应对其上的任何损失或损害负责, 并应在卖方占有期间, 对买方享有权益的所有的材料、工具和设备的价值投保, 使之免于遭受损失或损害的风险, 费用由卖方承担。任何剩余材料、工具和设备, 应根据收到的买方书面指示适当包装, 并以FOB卖方场地交付的方式, 立即返还给买方。卖方进一步同意, 协助买方为完善买方在该等物件上为保证权益所作的任何必须努力(如有), 并且卖方同意, 可以以一份本合同的复印件替代一份财务报表进行归档。

#### 9. 价格

如果订单中遗漏或误写了价格, 则卖方应在确认中加入通行的卖方的市场最低价; 其前提是, 本次订购后的任何降价, 均应适用于本订单。

#### 10. 赔偿和保险

卖方同意为买方、其雇员、管理人员、董事、股东、代理人 and 受让人抗辩、赔偿并使之免受, 因以下各项产生或与之有关的任何及所有的诉讼、索赔、要求、诉因、损害、损失、支出和任何费用(包括合理的律师费): (a) 卖方未遵守或被指称未遵守第17条提及的任何法律, (b) 生产、运输或销售本合同项下货物, 或 (c) 卖方、其管理人员、代理人或雇员的任何过失、故意或疏忽。卖方应自行承担费用, 保留和提交以下保险的充分证据: 公共责任、财产损害、员工赔偿和广泛一般责任保险, 包括对合同和产品责任的保险, 并根据买方的要求, 应提供充足的车辆责任险, 包括对自有、非自有及受雇车辆的保险。如果本条款与条件项下出售和交付的任何货物有任何方面的瑕疵, 卖方应赔偿, 并使买方免于遭受因使用或销售前述货物而发生或与之有关的, 且因前述瑕

疵，包括产品的召回，而造成的对人身或财产的任何事故、伤害或损害而导致的所有损失，或支付所有金额的款项。

11. 专利、商标与商号

除非买方书面授权，卖方不得使用买方、其母公司、子公司和/或任何关联公司的名称或其商号、版权或商标。卖方同意赔偿，并使买方、其管理人员、代理人、继受人、受让人和客户免于遭受因生产、占有、销售或使用本条款中规定的任何货物，而导致的实际或声称的、卖方对任何商号、商标、版权或专利(除非订购的货物是由买方设计的)的任何侵权或侵犯，而造成的任何及所有的损失、开支、费用或损害，包括合理的律师费。

12. 终止

买方可以通过向卖方提供书面通知的方式，全部或部分终止本订单。以下任一事件发生后，对货物或履行的接受，不应影响买方根据本条终止的权利。

如果买方因以下任一情形终止本订单：(a) 卖方实质性违约；(b) 卖方资不抵债或进行破产行为；(c) 卖方或针对卖方提起的自愿或非自愿的破产请求；或 (d) 任何有管辖权的法院指定卖方的接管人，则买方的唯一责任应限于向卖方支付已交付并由买方接受的货物的价款。

如果因任何其他原因而终止，卖方应立即告知买方，进行中的相关工作量、存货、或卖方为遵守被撤销订单的特定目的而作出的其他承诺，并且应进一步明确卖方能进行的对其的最佳处置。得知该等信息后，买方应诚意协商，以解决并支付该等款项。卖方对该等支付的接受，将构成对买方已完全履行买方在本条款与条件下可能承担的任何该等义务的确切确认。除本条款授予的全部权利和救济外，买方还应当享有UCC规定的全部权利和救济。

13. 独立缔约方

卖方与买方理解并同意，其之间的关系为独立缔约方的关系(其中支付所得上的或据所得计算的任何税款的义务，应由卖方独立承担)，并且卖方不是买方的代理人或雇员。取决于卖方在本条款项下被授予的权利或承担的义务，卖方应自主开展业务，并自行承担责任和开支。卖方同意，向买方提供卖方的有效身份证明为买方按本条款与条件支付任何款项的先决条件。

14. 准据法；仲裁；管辖权 本订单根据中华人民共和国法律解释，并排除适用《联合国国际货物销售合同公约》的规定，以及可能需要选择适用其他法律的任何冲突法规定。关于本订单、其效力、或本任何条款、或双方间任何其他事项的任何争议(除请求禁令(在法律规定的范围内)外)，将由中国国际经济贸易仲裁委员会(贸仲)以有约束力的仲裁解决，仲裁根据申请仲裁时有效的委员会仲裁规则以[英文]进行。仲裁裁决对双方应为终局的和有约束力的。仲裁庭应由三名仲裁员组成。仲裁期间，除取决于讨论或仲裁的争议事项外，应持续履行本订单。

15. 留置权放弃

卖方应赔偿，并使买方免于遭受，卖方在本订单项下义务产生的或与之有关的，因劳动者索赔、器具和/或材料

留置，而使买方可能遭受或承担的所有责任损失、支出、损害或费用，包括律师费。作为对本订单下已提交的任何发票进行付款的条件，卖方应向买方给予涵盖所有劳务、材料和卖方在履行本订单涉及的工作时使用的所有其他物品的留置权的放弃。

16. 不可抗力

对于未根据本条款履行而造成的任何损失或损害，只要该损失或未履行是由于暴动、战争或任何国家间的敌对行动、天灾、火灾、暴风雨、洪水、地震、罢工、劳动纠纷、运输工具的短缺或迟延、电力或其他公共服务、或任何政府限制，本条款与条件的任何一方均不负责。寻求本条项下救济的一方，应立即向另一方书面通知，告知一项不可抗力事件已发生，以及该事件的性质和预期的持续时间。该方应尽最大努力缩短该等事件的时间。任何时候如有实际或潜在的劳动纠纷，导致延迟或可能延迟本订单的履行，卖方应立即书面将该情况通知买方。

17. 遵守法律与道德

卖方，以及卖方提供的任何供给，应遵守与生产、标注、运输、进出口、许可、批准或认证该供给有关的所有适用的法律，包括规定、法规、命令、公约、法令和标准，并包括有关环境事项、雇佣、工资、雇佣时间和条件、承包商的选择、歧视、职业健康或安全以及汽车安全的法律。本订单参照并结合了该等法律所要求的所有条款。卖方在供给中或在其生产中采用的所有材料，将符合适用于生产、销售或目的国的、对于限制性、有毒和危险品的当前的政府及安全约束，及环境、电气和电磁的考量。卖方及其雇员和承包商将受《供应商道德政策》(参见 <http://www.jci.com/corpvalues/ethics.htm>)，或致电414-524-2471，或卖方自身同等的道德政策的约束。

18. 变更

买方可以于任何时间，以书面通知方式，修改、变更、增加或删除图纸、规格、样品、数量、交付日程、装运或关于本订单所涵盖的物件、材料或工作的任何其他描述的属性和要求。如该等任何订单影响到制造及交付货物的成本或所需时间，卖方应在变更通知日后三十(30)日内，提交一份本条项下的变更请求，而后由卖方与买方就对卖方补偿的任何变更达成书面一致。

19. 弃权

对严格遵守本订单条款的任何弃权，不得为在以后或任何将来的订单中，买方对坚持要求严格遵守本订单条款的权利的放弃。

20. 卖方的履行

本订单系向卖方签发，并信赖卖方对所承担义务的亲自履行。在接受订单后，卖方同意，未经买方事先书面同意，不会转让本订单或委托他人履行其义务。未经买方事先书面同意的任何该等转让或委托之企图，应根据买方选择，导致买方在本条款与条件项下所有义务的取消。



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21. 抵消

就卖方对买方或其任何关联公司于任何时间所欠的任何金额，买方有权随时以买方不时应付的、与本订单有关的任何金额，予以抵消。