

LOCAL COUNTRY SUPPLEMENT – SINGAPORE

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

This Local Country Amendment which includes country-specific supplemental terms and conditions (“**Local Country Amendment**”) is to be read with the Johnson Controls’ Global Terms and Conditions of Purchase (“GT&C”). Where the terms of this Local Country Amendment are not consistent with or conflict with the GT&C, the terms of this Local Country Amendment shall prevail and take priority. The sections referenced below expressed in numerals correlate to the numbered sections of the GT&C.

1. **Clause 4 to be amended as follows:**

- The words "imposed value added tax (VAT)" are replaced with "goods and services tax in accordance with the Goods and Services Tax Act (Cap. 117A) ("**GST**") and any other imposed value added tax, including any tax levied in substitution for GST".
- Added after fifth sentence: "All invoices must be a valid "tax invoice" for GST purposes."

2. **Clause 5.8 to be amended as follows:**

In addition to all other remedies available to Buyer (a) Buyer may, in its sole and absolute discretion, revoke the acceptance, reject, abandon, return or hold such Products at Seller’s expense and risk (“Refused Product”), and (b) 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 Product”), and (c) at Seller’s sole cost (including the cost for expediting, quality validation, losses related to adverse effects on Buyer’s business as Seller’s failure to comply). Buyer may source replacements for any Refused Product, Canceled Product, or any combination thereof and Seller shall 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.

3. **Clause 8 to be amended as follows:**

Payment. Unless different payment terms are stated in the Order or required by law, payment on proper invoices will be processed 120 days from the invoice posting date on the next scheduled payment run. Payment runs occur twice a month, around the 9th and 24th of each month. Invoices for tooling and/or capital equipment must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in the currency expressly stated in the Order. The Supplier/Seller agrees to do all things including providing documentation or details as may be necessary to enable or assist the Buyer to claim or verify any input tax credit, set off, rebate or refund in relation to any taxes (if applicable) payable arising from the Supplies, if any.

In the event taxes are required to be withheld by any government on payments by Buyer to Supplier/Seller hereunder, Buyer may deduct such taxes from the amount owed and pay Supplier/Seller an amount less such withholding. Buyer shall pay such taxes to the appropriate taxing authority; provided however, that Buyer shall promptly deliver to Supplier/Seller, an official receipt or other appropriate documentation to verify payment of such taxes to the appropriate taxing authority and/or to facilitate any corresponding foreign tax credit claim by Supplier/Seller.

4. **Clause 13 to be deleted.**

5. **Clause 19.4 to be replaced with the following**

Additional Insured’s - Buyer, the Owner and any other entities as may be reasonably requested shall be named as additional insured under the Commercial General Liability or Public Liability and Products Liability insurance with respect to work performed under the Order.

6. Clause 19.6 to be replaced with the following:

Coverage Limits – Singapore

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).

Type of Insurance	Minimum Limits
Commercial General Liability (Public Liability & Products 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. <ul style="list-style-type: none"> • Care, Custody & Control coverage • Working Away From the Premises • Complete Operation Clause All three clauses above shall be included in the policy.	SGD \$1,000,000 per occurrence and unlimited in aggregate
Automobile Liability covering all autos with license for public road using in connection with the work performed (only if contractor provides logistics services)	Statutory
Workers' Compensation (not applicable, if contractor only sold physical products to buyer)	Statutory
Employer's Liability (not applicable, if contractor only sold physical products to buyer)	Legal liability coverage with limit SGD \$1,000,000 each accident, each employee, each disease.
Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)	SGD \$1,000,000 each claim and in annual aggregate
Crime Insurance (only applicable if contractor will be working in premises of buyer or buyer's customers)	SGD \$1,000,000 each claim & in annual aggregate
Cyber Liability (Required if Seller's products or services access data or networks of Buyer or Buyer's customers)	SGD\$2,000,000 per occurrence and in annual aggregate

7. Clause 33 to be replaced with the following:

33.1 Foreign Supplier/Seller

The Order will be governed by the laws of Singapore. A person who is not party to this Agreement shall not have any right to enforce any of the provisions herein and the Parties expressly exclude the application of the Contracts (Rights of Third Parties) Act (Cap.53B). The Parties also expressly exclude the application of the United Nations Convention on the International Sale of Goods. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to

and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English.

33.2 Domestic Supplier/Seller

The Order will be governed by the laws of Singapore and both parties agree to submit to the exclusive jurisdiction of the courts of Singapore. A person who is not party to this Agreement shall not have any right to enforce any of the provisions herein and the Parties expressly exclude the application of the Contracts (Rights of Third Parties) Act (Cap.53B). The Parties also expressly exclude the application of the United Nations Convention on the International Sale of Goods.