

LOCAL COUNTRY AMENDMENT – THAILAND

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

This Country Supplement is to be read with the Johnson Controls' Global Terms and Conditions of Purchase ("Global Terms"). Where the terms of the Country Supplement is not consistent with the Global Terms, the terms set out in this Country Supplement shall prevail and have priority above the Global Terms. Reference below expressed in numerals correlate to the Global Terms.

1. [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.

2. [Clause 6.1](#) to be added as follows:

Importer Security Filing. Seller acknowledges its obligation with respect to any goods intended for shipment to Thailand to provide all required information in support of Buyer' obligation under Thai law to timely submit information which shall include but not be limited to:

(1) Seller name and address; (2) Manufacturer or other supplier name and address (if different from Seller); (3) Country of origin; and (4) Commodity HTSUS number (if provided by Buyer for inclusion by Seller in its sales/shipping documentation). 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, losses and damages or other costs resulting from a delay in the release of merchandise or inability to load merchandise for export shipment to Thailand resulting from Seller's failure to provide this requested information shall be at the sole expense of Seller and Seller hereby agrees to reimburse Buyer for any amounts it may incur as a result of said failure.

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

Payment. Unless different payment terms are stated in the Order or required by law, payment on proper invoices will be processed 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 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. Seller shall issue to Buyer a tax invoice reflecting the Products made in accordance with the Order as well as in accordance with the requirements under the laws of Thailand. Seller agrees to do all things including providing documentation or details as may be necessary to enable or assist 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 Products, if any. In the event taxes are required to be withheld by any government on payments by Buyer to Seller hereunder, Buyer may deduct such taxes from the amount owed and pay Seller an amount less such withholding. Buyer shall pay such taxes to the appropriate taxing authority; provided however, that Buyer shall promptly deliver to 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 Seller.

4. [Clause 13](#) to be deleted.

5. [Clause 19.4](#) to be amended as follows:

Additional Insured. 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 amended as follows:

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 or its Contractor may have by virtue of this Agreement. 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 Agreement).

Type of Insurance	Minimum Limits
Commercial General Liability (“CGL”)*, 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.	US \$1,000,000 (or equivalent amount in Thai Baht currency) per occurrence and general aggregate, product and completed operation aggregate, personal & advertising injury.
Alternatively, Public Liability and Products Liability is acceptable. <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, Contractual Liability exclusion to be deleted.	US \$1,000,000 (or equivalent amount in Thai Baht currency) per occurrence and general aggregate.
Automobile Liability (“Auto”) covering all autos used in connection with the work performed.	Statutory Limits
Workers’ Compensation and/or Employer’s Liability	Statutory Limits
Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)	US \$1,000,000 (or equivalent amount in Thai Baht currency) each claim and in annual aggregate.
Cyber Liability (Required if Seller’s products or services access data or networks of Buyer or Buyer’s customers)	US \$1,000,000(or equivalent amount in Thai Baht currency) per occurrence and in annual aggregate.
Crime Insurance (only applicable if Seller will be working in premises of Buyer or Buyer’s customers)	USD\$1,000,000 per claim and in annual aggregate.

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

7. Clause 33 to be amended as follows:

Dispute Resolution; Governing Law; Jurisdiction.

33.1 Dispute Resolution. If any dispute occurs between Buyer and Seller arising from, relating to, or in

connection with this Order, or the Products that are the subject of this Order, the parties shall promptly attempt in good faith to resolve the same by negotiation by the parties' local authorized representatives.

33.2 Governing Law; Jurisdiction. This Agreement is governed by, and shall be construed in accordance with, the laws of the Kingdom of Thailand, and each of the parties hereto agree to submit to the power court jurisdiction of Thailand for the resolution of any disputes, which may arise out of or in connection with this Agreement and cannot be amicably settled by both parties as set forth in Section 33.1.

33.3 Legal Costs and Expenses. If any action or legal proceeding is brought by either party to enforce any of the terms of this Agreement or any of its rights hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in such suit or legal proceeding, including reasonable attorneys' and experts' fees.

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