

LOCAL COUNTRY AMENDMENT - China Mainland

国家补充条款 - 中国大陆地区

TO BE READ IN CONJUNCTION WITH GLOBAL TERMS AND CONDITIONS OF PURCHASE

须与《全球采购条款和条件》一并阅读

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

本补充条款包括特定国家的补充条款（以下简称“国家补充条款”），应与江森自控公司的[《全球采购条款和条件》](#)一并阅读（合称“条款和条件”）。若国家补充条款与《全球采购条款和条件》不一致或冲突，应以国家补充条款为准。下文引用的数字章节与条款和条件的章节相对应。

1. The following Clause 6.2 to be added to the end of Section 6:
以下条款6.2中补充到第6条的结尾处:

6.2 U.S. Export Administration Regulations (EAR). The Parties affirm JCI’s understanding that none of the Products provided by Seller under this Agreement are subject to the U.S. Export Administration Regulations (“EAR”), excluding any Products subject to the EAR that Seller expressly disclosed to JCI as being subject to the EAR by written notice prior to the effective date of this Agreement. If, at any time, Seller discovers that Products provided by Seller under this Agreement are subject to the EAR, Seller shall immediately notify JCI in writing of the same.

If, at any time, JCI discovers that Seller provided Products under this Agreement to JCI that are subject to the EAR without providing prior written notice, JCI may, at its sole discretion, return any Products subject to the EAR in its possession for a full refund (including shipping and insurance charges) and immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Seller agrees that it will not sell, export, re-export, divert or otherwise transfer or otherwise provide to JCI, directly or indirectly, any products, technical data (including software), technology or services supplied under this Agreement that will cause JCI to violate any applicable governmental requirement, including, but not limited to, U.S. sanctions and export control regulations.

6.2 《美国出口管理条例》（EAR）。 双方确认，JCI 理解卖方根据本协议提供的所有产品均不受《美国出口管理条例》（“EAR”）的约束，除非卖方已在本协议生效日期之前以书面通知明确告知 JCI 相关产品受 EAR 管辖。如果卖方在任何时候发现其根据本协议提供的产品受 EAR 管辖，卖方应立即以书面形式通知 JCI。

如果 JCI 在任何时候发现卖方在未提前书面通知的情况下向其提供了受 EAR 管辖的产品，JCI 可自行决定退还其持有的任何受 EAR 管辖的产品，并获得全额退款（包括运输和保险费用），并可立即终止本协议。

无论本协议有任何相反的规定，卖方同意不会以任何方式销售、出口、再出口、转移或以其他方式直接或间接向 JCI 提供根据本协议供应的任何产品、技术资料（包括软件）、技术或服务，从而导致 JCI 违反任何适用的政府要求，包括但不限于美国的制裁和出口管制法规。

2. The table for minimum insurance coverage and limits in [Clause 19.6](#) to be amended as follows:
[条款19.6](#)中的最低保险范围和限额要求表格修改如下:

Type of Insurance	Minimum Limits
Commercial General Liability (CGL): policy covering 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 RMB) or Invoice value of Owner’s assets in the contract whichever is higher per occurrence and general aggregate, product and completed operation aggregate, general & advertising injury.
Alternatively, Public Liability is acceptable if Seller will be only participating in on-site work, including but not limited for installation or maintenance. Policy shall include: Care,	US\$1,000,000 (or equivalent amount in RMB) or Invoice value of Owner’s assets in the contract whichever is higher per occurrence and general aggregate.

Custody & Control coverage; Working Away From the Premises; and Complete Operation Clause.	
Alternatively, Products Liability is acceptable if Seller will be only selling products to Buyer.	US\$1,000,000 (or equivalent amount in RMB) or Invoice value of Owner's assets in the contract whichever is higher per occurrence and general aggregate.
Automobile Liability covering all autos with license for public road use in connection with the work performed (only if Seller provides logistics services).	Compulsory Auto Liability insurance per regulation of local authority in China plus Third-party liability in Commercial Auto Insurance with limit RMB500,000.
Workers' Compensation (not applicable, if Seller only sell physical products to buyer).	Statutory.
Employer's Liability (not applicable, if Seller only sell physical products to Buyer).	Legal liability coverage with limit RMB1,000,000 each accident, each employee, each disease.
Professional Liability (only applicable if Seller provides professional services, e.g. design, construction management).	US\$1,000,000 (or equivalent amount in RMB) each claim.
Crime Insurance (only applicable if Seller will be working in Buyer or Buyer customer's premises).	RMB1,000,000 each claim.
Cyber Liability (Required if Seller's products or services access data of Buyer or its customer).	US\$1,000,000 (or equivalent amount in RMB) any one accident and/or annual aggregate.

保险类型	最低限额
商业综合责任保险（CGL），保单承保范围应涵盖因场所、经营活动、人身侵权、人身伤害、产品责任/已完工业务责任以及合同责任所引起的人身伤害和财产损失；其中合同责任保险应涵盖赔偿条款项下约定的赔偿义务。	美元 1,000,000（或等值人民币）或业主针对合同中涉及资产的发票金额，以高者为准。适用于每次事故及累计限额、产品及完工责任、广告责任和人身伤害责任。
公众责任保险，可以适用在卖方仅从事现场工作的场合，包括但不限于安装、调试和维修。保险单中需包含：被保险人照看、看管、控制下的财产；营业场所外工作条款；完工责任条款。	美元 1,000,000（或等值人民币）或业主针对合同中涉及资产的发票金额，以高者为准。适用于每次事故及累计限额。
产品责任保险，可以适用在卖方仅向买方出售货物的场合。	美元 1,000,000（或等值人民币）或业主针对合同中涉及资产的发票金额，以高者为准。适用于每次事故及累计限额。
车辆责任保险，针对所有在公共道路行驶的机动车辆（仅适用于卖方提供运输、送货服务）。	按照国家强制性机动车辆保险规定（包括但不限于机动车交通事故责任强制保险）及商业三者险不低于人民币 500,000 元的第三者责任险。
工伤赔偿保险（如果卖方仅向买方出售货物则不适用）。	国家法定要求的工伤保险。
雇主责任保险（如果卖方仅向买方出售货物则不适用）。	每次事故限额不低于人民币 1,000,000 元，每名受伤或患病员工均适用。
职业责任保险（仅适用于卖方提供专业服务，如咨询、项目设计、施工管理等）。	美元 1,000,000（或等值人民币）每次索赔。
罪案保险（仅适用于卖方员工在买方或买方客户的场所内从事工作时）。	人民币 1,000,000 元每次索赔。
网络责任保险（仅适用于卖方的产品或服务涉及访问买方或其客户的数据）。	美元 1,000,000（或等值人民币）每次事故及/或年度累计限额。

3. **Clause 33.2** to be amended as follows:

条款33.2修改为如下:

If the Seller is located and registered in China Mainland, the first paragraph [1] shall be applicable; and if the Seller is not located and registered in China Mainland, the second paragraph [2] shall be applicable.

[1] Governing Law; Jurisdiction; Litigation. The Order is to be construed according to the laws of the People's Republic of China. 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. Except as otherwise expressly agreed by the parties in a Master Purchasing Agreement, Supply Agreement, or Non-Disclosure Agreement, the validity of the Order or any of these Terms, or any other matter between the parties will be resolved by the applicable court of competent jurisdiction where Buyer is located. The losing party shall bear the costs of the attorney fee and the court fee.

[2] Governing Law; Jurisdiction; Arbitration. The Order is to be construed according to the laws of the People's Republic of China. 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. Except as otherwise expressly agreed by the parties in a Master Purchasing Agreement, Supply Agreement, or Non-Disclosure Agreement, the validity of the Order or any of these Terms, or any other matter between the parties will be resolved by arbitration administered by Shanghai International Arbitration Center. The losing party shall bear the costs of the attorney fee and the arbitration fee.

卖方所在地和注册地在中国大陆的, 适用第一款第[1]项的规定; 卖方所在地和注册地不在中国大陆的, 适用第二款第[2]项的规定。

[1]适用法律; 管辖权; 诉讼。订单应根据中华人民共和国法律进行解释。《联合国国际货物销售合同公约》的规定以及需要适用另一种法律选择的任何法律冲突规定均被明确排除在外。除非双方在主采购协议、供应协议或保密协议中另有明确约定, 否则订单或任何这些条款的有效性或双方之间的任何其他事项应由买方所在地具有管辖权的适用法院解决。败诉方应承担律师费和诉讼费。

[2]适用法律; 管辖权; 仲裁。订单应根据中华人民共和国法律进行解释。《联合国国际货物销售合同公约》的规定以及需要适用另一种法律选择的任何法律冲突规定均被明确排除在外。除非双方在主采购协议、供应协议或保密协议中另有明确约定, 否则订单或这些条款的有效性或双方之间的任何其他事项应由上海国际仲裁中心仲裁解决。败诉方应承担律师费和仲裁费。

4. **Clause 34** to be amended as follows:

条款 34修改为如下:

Language; Severability; No Implied Waiver. The parties acknowledge that it is their wish that these terms and all documents related hereto, to be written in both English and Chinese. In the event of any conflict between the versions in different languages, the English version shall prevail. The parties hereby confirm that this Agreement and all documents relating thereto are drafted and governed solely in English. If any provision of the Order is invalid or unenforceable under any law, regulation, ordinance, administrative order, or other legal requirement, such provision shall be deemed to be amended or deleted (as the case may be), but only to the extent necessary to comply with applicable law. The remaining provisions of the Order shall continue in full force and effect. The failure of either party at any time to require performance of any provision of the Order shall in no way affect its right to require such performance at any time thereafter; nor shall the waiver by either party of any breach of any provision of the Order be taken or held to be a waiver of any further breach of the same provision or of any other provision.

语言; 可分割性; 无默示弃权。 双方确认, 双方希望这些条款和所有与之相关的文件以英文和中文书写。如果各语言版本之间有任何冲突, 以英文版本为准。双方特此确认, 本协议以及与其相关的所有文件均仅以英语起草并受其管辖。如果订单中的任何条款在任何法规、条例、法令、行政命令或其他法律规定下无效或不可执行, 该条款将被视为已修改或删除(视情况而定), 但仅限于遵守适用法律所必需的程度。订单的其余条款将继续完全有效。任何一方在任何时候未能要求另一方履行订单的任何规定, 均不会影响其在以后任何时候要求履行的权利; 任何一方对违反订单任何规定的弃权也不构成对以后违反订单同一规定或其他规定的弃权。