

LOCAL COUNTRY AMENDMENT - TAIWAN

國家補充條款 – 臺灣地區

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

須與《全球採購條款和條件》一併閱讀

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](#) (“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.

本補充條款包括特定國家地區的補充條款（以下簡稱「國家補充條款」），應與江森自控公司的《全球採購條款和條件》一併閱讀。若國家補充條款與《全球採購條款和條件》不一致或衝突，應以國家補充條款為準。下文引用的數位章節與《全球採購條款和條件》的章節相對應。

1. The table for minimum insurance coverage and limits in Clause 19.6 to be amended as follows:

Type of Insurance	Minimum Limits
Commercial General 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	US\$1,000,000 (or equivalent amount in other currency) per occurrence and general aggregate, product and completed operation aggregate, general & 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	USD \$1,000,000 (or equivalent amount in other currency) per occurrence and general 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 Limits
Workers’ Compensation (not applicable, if contractor does not participate on-site work)	Statutory Limits
Professional Liability (only applicable if contractor provide professional services, e.g. design, construction management)	US\$1,000,000 (or equivalent amount in other currency) each claim
Cyber Liability (Required if Seller’s products or services access data of Seller or its customers)	US\$1,000,000 annual aggregate
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable

1. 條款19.6中的最低保險範圍和限額要求表格修改如下：

保險類型	最低限額
商業一般責任保險*：指就因場所、營運行為、人身傷害、產品／完工作業及合約責任（包括本訂單中賠償條款	每一事故及總額一般責任限額為美元 1,000,000 元（或其他貨幣之等值金額），並包含產品及完工作業責任之總保險金額，以及一般與廣告侵權責任之保險金額。

所載之賠償義務) 所引起之人身傷害或財物損害, 提供保險保障之保險。	
或然, 亦可接受「公共責任保險」及「產品責任保險」。 • 保管、保護與控制責任 (Care, Custody & Control) 之承保範圍; • 場外作業 (Working Away From the Premises) 之承保範圍; • 完工作業條款 (Complete Operation Clause)。 上述三項條款皆應納入保險單中, 且應刪除「合約責任除外條款」 (Contractual Liability Exclusion)。	每一事故及一般總責任限額為美元 1,000,000 元 (或其他貨幣之等值金額)。
汽車責任保險: 就承包商於履行本項工作時所使用、且已依法取得公共道路行駛許可之所有車輛, 所生事故提供承保之保險 (僅於承包商提供物流服務時適用)	法定限額
勞工補償保險 (如承包商未於現場參與任何作業, 則本項保險之適用與投保義務不發生)	法定限額
專業責任保險 (僅於承包商提供專業性服務, 例如設計、工程管理等時適用)	每次索賠美元 1,000,000 元 (或其他貨幣之等值金額)
網路風險保險 (若賣方產品或服務需存取買方或買方客戶的資料或網路, 則需要投保)	年度累計美元 1,000,000 元
全面忠誠保證保險 (犯罪保險)	依據情況適用

2. Clause 33.2 to be amended as follows:

33.2 Governing Law; Jurisdiction; Arbitration.

The Order shall be construed and governed in all respects in accordance with the laws of Taiwan (Republic of China). Any dispute, controversy or claim arising out of or relating to the Order, including the validity, invalidity, breach or termination thereof, shall be settled in the Taipei District Court as the court of first instance. Both parties irrevocably submit to the exclusive jurisdiction of the Taipei District Court for purposes of hearing and determining any suit, action or proceedings and/or settling any disputes in connection with this Order. When any dispute occurs and while any dispute is the subject of any suit, action or proceeding hereunder, except for the matters in dispute, the parties shall continue to exercise their respective remaining rights, and fulfil their respective remaining obligations under the Order.

2. 條款33.2修改為如下:

33.2 適用法律、管轄權、仲裁。

本訂單之解釋及效力一概應依中華民國 (臺灣) 法律為準據法。凡因本訂單所生或與本訂單有關之任何爭議、爭論或請求, 包括其有效性、無效、違約或終止等情事, 均以臺北地方法院為第一審管轄法院。雙方當事人均不可撤回地服從臺北地方法院就本訂單相關之任何訴訟、法律程序或爭議所擁有之專屬管轄權。於任何爭議發生時, 且在該爭議成為任何訴訟、法律行動或程序之標的期間, 除爭議事項外, 雙方仍應繼續行使本訂單項下其他權利, 並履行本訂單項下其他義務。