

## General Terms and Conditions of Purchase Johnson Controls

### Germany

Status December 2023

#### 1. Scope of application

- 1.1 These General Terms and Conditions of Purchase (hereinafter: "**Terms and Conditions**") govern the legal relationship between us and our suppliers with regard to all deliveries, services and offers of the suppliers to us with regard to goods, work and services, hardware, firmware or software and other services, including all components, parts and ancillary services required for the use of the deliveries and services.
- 1.2 Contractual services to us shall be provided exclusively on the basis of these terms and conditions, unless expressly agreed otherwise between us and the supplier in individual cases. General terms and conditions of the supplier are not recognized by us, even if we do not expressly object to them. This shall also apply if we accept deliveries and services without reservation or make payments without reservation.
- 1.3 These Terms and Conditions shall apply to business relationships between us and the Supplier if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. In the context of an ongoing business relationship, these Terms and Conditions shall also apply to any future purchase, work delivery, work supply, service or other contract including associated services (each a "**Contract**") between us and the Supplier, without us having to refer to the validity of the Terms and Conditions in each individual case.
- 1.4 We reserve the right to amend these Terms and Conditions even if they have become part of the contract. An amendment to the terms and conditions shall become part of the contract concluded between us and the supplier if (i) we notify the supplier of the amendment and, if disadvantageous to the supplier, emphasize this in the amendment notification in printed form; and (ii) the supplier does not object to an amendment in writing within six weeks of receipt of the amendment notification, whereby we shall point out the legal consequences of the failure to object in the amendment notification.
- 1.5 The INCOTERMS in the version valid at the time of conclusion of the contract shall apply to the interpretation of trade terms.

- 1.6 Insofar as these Terms and Conditions refer to a written form requirement, text form within the meaning of Section 126b BGB is sufficient to comply with the written form requirement.

#### 2. Conclusion of contract, orders

- 2.1 The conclusion of a contract between us and the supplier requires our written order in accordance with these terms and conditions or our written confirmation of the conclusion of the contract.
- 2.2 A contract between us and the supplier is concluded with the content of our order if the supplier (a) accepts our order in writing, (b) executes the order without reservation, (c) does not object to our order in writing within two (2) working days of receipt, or (d) expresses its agreement with our order by other implied behavior.
- 2.3 If the supplier's order confirmation deviates from the order, the supplier must clearly point out these deviations. A contract shall only be concluded if we have agreed to these deviations in writing.
- 2.4 Offers from the supplier must be made free of charge for us. We may accept an offer from the supplier within two (2) weeks of its submission. The Supplier shall be bound by its offer until the expiry of this period. Our silence shall not constitute any confidence in the conclusion of a contract. If our acceptance of an offer from the supplier is received late, the supplier shall inform us of this immediately.
- 2.5 If an order is a delivery call-off under a quantity contract or framework agreement agreed between us and the supplier, this shall become binding for the supplier if it does not object within two (2) working days of receipt; we shall not be obliged to issue delivery call-offs under a framework agreement. In all other respects, the provisions for orders in these Terms and Conditions shall apply accordingly to delivery call-offs.
- 2.6 If the supplier discovers that our order, including the associated documents (specification, technical requirements, etc.), is unclear, contradictory or incomplete, the supplier shall inform us immediately. This shall also apply to such documents and information that we provide to the supplier in the course of executing the order.
- 2.7 Unless otherwise agreed, the persons employed in

accordance with this clause 2 have a term of one year and are automatically extended by a further year unless either we or the supplier terminate the contract with a notice period of at least 180 days before the end of the respective term.

### **3. Prices, terms of payment, invoice details**

- 3.1 Unless otherwise agreed, the Supplier's prices are fixed prices plus any applicable statutory VAT. The prices shall include delivery/service to our DAP plant (INCOTERMS 2020); the prices shall cover all of the Supplier's costs, in particular the costs of freight and packaging, equipment and vehicle costs, insurance, customs duties, holding costs, wages, assembly costs, overtime and/or service surcharges.
- 3.2 If the type of packaging and shipment is not expressly specified, the supplier shall be obliged to select the most cost-effective shipping and packaging option customary in the trade for us.
- 3.3 If it has been agreed that the services shall be invoiced on a time basis, the Supplier shall be remunerated for the contractual work performed after deduction of breaks and set-up times and after submission of proper activity records. Travel times and expenses shall only be remunerated if this has been expressly agreed. The activity reports must be submitted to us for countersignature. The order number, the services performed (including the material used) and the periods of activity as well as the first and last names and function or qualification of all employees deployed must be listed on the activity reports.
- 3.4 The terms of payment agreed for the individual contracts and orders shall apply. If no terms of payment have been agreed, a payment period of 60 days shall apply. The payment period shall commence as soon as the delivery or service has been provided in full and - if acceptance is required - acceptance has taken place and the properly issued invoice has been received. The payment itself shall be made in the payment run following the due date, which usually takes place on the 5th and 22nd calendar day of each month. If the payment is made with this payment run, it shall be deemed to have been made within the payment period. Insofar as the supplier has to provide material tests, test reports, quality documents or other documents, the completeness of the delivery and service also presupposes the receipt of these documents. If the supplier performs earlier than agreed and we nevertheless accept the delivery or service, the due date shall not occur before the agreed delivery date.
- 3.5 Invoices must comply with the statutory and agreed requirements; the statutory value added tax must be shown separately. If hourly paid work is invoiced as

agreed, the certified proof of activity must be attached to the invoice.

- 3.6 The receipt of a corresponding transfer order by our bank shall be sufficient for the timeliness of the payment owed by us. The unconditional payment of the invoice amount by us does not imply recognition of the delivery or service of the supplier as being in accordance with the contract.
- 3.7 Notwithstanding the other statutory requirements, a default in payment on our part shall require a reminder from the supplier which has been issued after the due date. In the event of default of payment, we shall owe default interest in the amount of five percentage points above the respective base interest rate of the European Central Bank.
- 3.8 We shall have unrestricted rights of set-off and retention within the framework of the statutory provisions. Furthermore, we are entitled to set off all claims we have against the supplier against all claims the supplier has against companies affiliated with us (§ 15 AktG), irrespective of the legal grounds.
- 3.9 All other taxes, with the exception of the legally applicable value added tax, customs duties, fees and other charges incurred in connection with the conclusion and processing of a contract or an order shall be borne by the Supplier.

### **4. Delivery, delivery time, service changes**

- 4.1 Deliveries must comply in all respects with the contractually agreed quality, the product and environmental protection laws (in particular REACH, RoHs; see also [www.johnsoncontrols.com/restrictedsubstances](http://www.johnsoncontrols.com/restrictedsubstances)), the relevant safety regulations, ordinances and provisions of authorities and trade associations as well as the latest state of the art, be of high quality in terms of type and quality and suitable for the intended and customary use. In particular, the agreements made regarding chemical, physical and technical properties, dimensions, type of execution and quality, insofar as agreed within the respective tolerances, must also be complied with. The supplier shall only use new original parts in the manufacture of goods and shall prove this to us on request. If it has been agreed that certain work is to be carried out, the supplier shall perform this work in a professional and expert manner and shall only use qualified and trained personnel for this purpose who meet our requirements and industry standards. Further subjective and objective requirements for the deliveries and services remain unaffected.
- 4.2 Deliveries shall be made DAP (INCOTERMS 2020) to the destination specified in the order, unless expressly agreed otherwise. Delivery shall be made

during our normal business hours. Prior to delivery, the supplier shall carry out a careful outgoing goods inspection. The supplier shall enclose the documentation, test or works certificates and other documents owed under the contract with the deliveries free of charge. The supplier is also obliged to pack the deliveries securely (clause 6) and to insure them for transportation.

- 4.3 The delivery of digital products must be made in a common and readable format corresponding to the current state of the art, unless a specific format has been agreed. Prior to the delivery of digital products or data carriers, the Supplier shall check them with a state-of-the-art virus scan program and ensure that the digital products and/or data carriers do not contain any malware (software with malicious functions), computer viruses, Trojan horses, worms or similar. Prior to delivery, the supplier shall ensure by means of state-of-the-art software security tests and prove to us that the software does not contain any critical vulnerabilities that could damage the integrity and confidentiality of our systems and data or those of connected third parties. If the supplier detects malware on our premises, it shall inform us immediately. The Supplier shall implement and maintain appropriate (in particular technical and organizational) and state-of-the-art security measures in order to achieve the best possible protection against malware and to minimize possible security risks as well as to protect our data and information in the best possible way. These security measures include in particular (i) procedures for controlling, monitoring, documenting and regularly reviewing the security measures and (ii) updating the security measures in accordance with the development and improvement of the state of the art in the field of information security. The Supplier shall ensure for its area of responsibility that only authorized personnel have access to the data processing systems and premises in which information subject to confidentiality is processed.
- 4.4 The supplier shall only be entitled to make partial deliveries and render partial services with our prior consent. The payment period pursuant to clause 3.4 begins after complete delivery and performance, unless otherwise agreed.
- 4.5 Upon request, the supplier shall provide us with product brochures, service literature and other materials free of charge to support any further distribution of our deliveries and services.
- 4.6 Agreed dates and deadlines are binding for the supplier. Premature deliveries and services are not permitted.
- 4.7 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent

that mean that the delivery or performance deadline cannot be met - for whatever reason. If we agree to a new date offered by the supplier, this shall not constitute an extension of the contractually agreed delivery/performance date. Claims for damages or other statutory or contractual claims due to delayed delivery remain reserved.

- 4.8 We are entitled to demand a contractual penalty of 0.2% of the respective order value from the supplier for each working day of delay in delivery or performance, but not more than 5% of the net order value in total, unless the supplier is not responsible for the delay. The right to assert further claims remains reserved. The contractual penalty shall be set off against any damages for delay to be compensated by the supplier. We may also assert the contractual penalty if a reservation is not made upon acceptance of the delivery or acceptance of the service; however, this shall only apply beyond the final payment for the delivery or service if we reserve the right to do so upon final payment.
- 4.9 All delivery bills, shipping documents, invoices and other contract-related documents must state the supplier number, our respective order number, the amendment and/or release number, the date of the order and, where relevant, our part number, the supplier's part number, the number of units in the shipment, the number of cartons or containers in the shipment, the consignment note number and other information requested by us; the supplier shall bear the costs caused by the failure to provide this data, unless it is not responsible for the missing information.
- 4.10 The supplier shall bear the risk of complete, timely and defect-free provision of the deliveries and services owed. Unless otherwise agreed or if this results from the nature of the contract, we do not owe any advance performance or provision of materials.
- 4.11 Changes to the services require a written agreement between us and the supplier. Upon receipt of a request for a change in performance, the Supplier shall submit to us without delay, but at the latest within seven (7) working days, a written offer at its own expense containing a detailed description of the necessary changes, the effects on costs and prices, delivery and performance deadlines, the functionality or quality of the services and all other technical aspects as well as the manner in which the services are to be performed, including the necessary resources. Upon request, the Supplier shall provide us with a verifiable calculation of the work required for the execution of the change in performance for the change offer, based on the agreed prices and the principles of pricing for the services and taking into

account the specific direct costs for the change in performance as well as agreed discounts. The Supplier shall be bound by its change offer for at least ten (10) working days. We may accept or reject the change offer in whole or in part. In this respect, the supplier shall carry out the change in performance in accordance with the change order issued by us in writing.

## **5. Acceptance, transfer of risk**

- 5.1 Deliveries and services shall only require acceptance if this has been expressly agreed between us and the supplier or if this results from statutory provisions.
- 5.2 The supplier shall request acceptance in writing and set us a reasonable deadline of at least 3 weeks. Partial acceptances shall not take place.
- 5.3 A record of the acceptance shall be drawn up and signed by both parties. If the supplier has not provided the delivery or service in accordance with the contract and we therefore justifiably refuse acceptance or if acceptance takes place subject to the rectification of the defects specified in the protocol, the supplier shall be obliged to provide a delivery and service in accordance with the contract without delay and to rectify the defects, to notify us of the expected duration of the rectification of the defects and to notify us of the rectification of the defects after completion of the rework.
- 5.4 The risk of accidental loss and accidental deterioration of the deliveries and services shall pass to us upon their handover at the agreed place of delivery. Unless otherwise agreed, delivery to a place other than the agreed place of delivery shall not result in a transfer of risk even if we accept the delivery at this place. If the deliveries require acceptance, the risk of accidental loss and accidental deterioration of the delivery shall only pass to us upon acceptance.

## **6. Packaging, information on deliveries and services**

- 6.1 The supplier shall properly pack, label and ship the goods to be delivered in accordance with our requirements, the requirements of the transportation companies involved and the country of destination. The packaging chosen by the supplier must also ensure that the goods to be delivered are transported and delivered undamaged. In addition, the Supplier must label and mark the goods in accordance with the Buyer's instructions and provide the necessary documents in accordance with clause 4.9 must be enclosed.
- 6.2 When shipping the goods to be delivered, the supplier shall provide us with all shipping documents required for the release of the products within two

(2) working days after handover of the goods to the transport company. This includes the commercial invoice, packing list, air waybill or bill of lading, other transport-related (e.g. CMR) or customs-related (e.g. export/import declaration) documents.

- 6.3 The supplier is obliged to inform us, the forwarding agents and the carriers accordingly about any special features in the handling, transportation, processing, use and disposal of the goods, their containers and packaging. This applies in particular if the deliveries or services include hazardous or toxic materials or ingredients. The supplier is also obliged to notify us in writing if he requires us to return packaging material. The packaging material shall be returned at the supplier's expense.

## **7. Securing ownership, documents, provisions**

- 7.1 We reserve all property rights to orders placed by us, orders as well as drawings, illustrations, calculations, specifications and other documents made available to the supplier. The supplier may not make them accessible to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. He must return these documents and any copies to us in full without being asked if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
- 7.2 Tools, devices and models which we make available to the Supplier or which are manufactured for contractual purposes and charged to us separately by the Supplier (hereinafter: "Provisions") shall remain our property or shall become our property. The Supplier shall mark them as our property, store them carefully, protect them against damage of any kind and use them only for the purposes of the contract. The supplier shall bear the risk for the materials provided from the time they are handed over to the supplier until they are returned to us. During this period, the supplier shall provide compensation in the event of damage to or loss of the materials provided, unless we are responsible for this. The supplier shall carry out maintenance and repair work on tools or other production equipment provided at its own expense. The supplier shall notify us immediately of any damage to the materials provided that is not merely insignificant. Upon request, the supplier shall be obliged to return the materials provided to us in proper condition if they are no longer required by the supplier to fulfill the contracts concluded with us.
- 7.3 The supplier is obliged to insure the materials provided at its own expense against theft, breakage, fire and water damage and to provide us with proof of this upon request. The supplier hereby authorizes

us to assert claims against the insurer under these insurance policies in respect of our provisions.

- 7.4 The supplier shall be entitled to treat, process, combine and mix materials provided by us in accordance with our order, otherwise only with our prior written consent. Any treatment or processing, combining and mixing of the provided goods shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. The processed goods shall be deemed to be supplies within the meaning of clause 7.2. In the event of processing, combining or mixing with items that are not our property, we shall acquire co-ownership of the new items. The extent of this co-ownership is determined by the ratio of the value of the items provided to the value of the other items. If our ownership expires due to combination or mixing, the supplier hereby assigns to us the ownership rights to which it is entitled to the new item to the extent of the value of the materials provided and shall store these for us free of charge. The co-ownership rights shall be deemed to be provisions in accordance with Clause 7.2.
- 7.5 The supplier must inform us immediately of any seizure of the materials provided or other interventions by third parties.

## **8. Retention of title**

- 8.1 Deliveries and services shall become our property upon handover or, if acceptance has been agreed or is required by law, upon acceptance, unless otherwise agreed. In the event that we have already paid for the deliveries and services in full before handover or acceptance, ownership shall pass to us upon payment.
- 8.2 We do not recognize any extended or prolonged retention of title. A simple retention of title is only recognized by us to the extent that it allows us to sell, process and mix the delivered goods in the ordinary course of business.

## **9. Receiving inspections, material defects**

- 9.1 We shall subject deliveries of goods to an incoming goods inspection insofar as this is reasonable for us in the ordinary course of business. Insofar as statutory inspection and complaint obligations (§§ 377, 381 HGB) apply, these shall apply with the proviso that we are only obliged to inspect the deliveries after their delivery to us with regard to quantity, type, externally recognizable defects (e.g. transport damage) and other obvious defects. Obvious defects shall be reported by us within five (5) days of delivery at the latest. If a defect (not obvious during the incoming goods inspection) is discovered later, we shall report this to the supplier within ten

(10) days of discovery. If acceptance has been agreed, we shall have no obligation to inspect and give notice of defects prior to the acceptance test. We shall have no further obligations to inspect and give notice of defects other than the above obligations.

- 9.2 In the event of material defects occurring during the warranty period, we shall be entitled to the statutory claims without restriction.
- 9.3 The limitation period for claims in connection with material defects shall be 36 months from the start of the statutory limitation period, unless we have reached a different agreement with the supplier or a longer limitation period applies by law. A notification of defects made by us within the limitation period shall suspend the limitation period until agreement has been reached between us and the supplier on the rectification of the defect and any consequences; however, the suspension shall end six months after the final rejection of the notification of defects by the supplier. The limitation period for claims for defects shall expire at the earliest three months after the end of the suspension, but in no case before the expiry of the limitation period
- 9.4 Acceptance or approval of submitted samples, drawings, specifications or specimens shall not constitute a waiver of any warranty claims.

## **10. Product liability, insurance, quality assurance**

- 10.1 If third parties suffer personal injury and/or property damage due to a product defect in the goods delivered by the supplier, the supplier shall indemnify us against any liability, unless the supplier is not responsible for this.
- 10.2 Within the scope of its liability for cases of damage within the meaning of Clause 10.1 the supplier is also obliged to reimburse us for all expenses arising from or in connection with a recall action carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out as soon as possible - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.
- 10.3 The supplier is obliged to maintain a business and product liability insurance policy with an appropriate amount of cover at his own expense. He shall send us a copy of the liability policy upon request.
- 10.4 The supplier shall carry out quality assurance that is suitable in type and scope and corresponds to the latest state of the art and shall provide us with evidence of this upon request. He shall maintain a quality system in accordance with the applicable standards (ISO, BRC/IOP, IFS, GMP) or the standards specified in the respective contract or, at our



request, conclude a corresponding quality assurance agreement.

- 10.5 We are entitled, during regular business hours and after prior notice within a reasonable period of time, to carry out inspections ourselves or have them carried out by authorized agents at the production sites of the deliveries or services intended for us to ensure compliance with the contractual obligations. The supplier is entitled to take appropriate measures to protect its business and trade secrets. The inspection of the supplier's production facilities shall not affect the supplier's obligation to provide defect-free deliveries and services.

#### **11. Liability for defects of title, third-party property rights, open source software**

- 11.1 The Supplier warrants that the deliveries and services to be provided by it do not infringe any third-party rights and that third parties cannot assert any rights, in particular any rights in rem and intellectual property rights including all industrial property rights such as, in particular, patent rights, trademark rights, utility models, design rights and copyrights (hereinafter: "Property Rights"), in relation to the deliveries and services which could restrict or exclude the contractual use.
- 11.2 If a third party asserts claims against us due to the infringement of industrial property rights in relation to a delivery and service of the supplier, the supplier shall - without prejudice to our further rights - at his discretion and at his expense either obtain a right of use, modify his delivery or service in such a way that the industrial property right is not infringed or replace his delivery or service with a new one. Further statutory rights of us due to defects of title in the deliveries and services of the supplier shall remain unaffected.
- 11.3 The limitation period for claims in connection with defects of title is 36 months from the start of the statutory limitation period, unless we have reached a different agreement with the supplier or a longer limitation period applies by law.
- 11.4 The supplier shall be obliged to indemnify us against all claims which third parties may assert against us on account of the defects referred to in clause 11.1 mentioned in clause 11.1. This indemnification obligation shall also include the assumption of all expenses incurred by us in connection with claims asserted by third parties. Further claims remain unaffected.
- 11.5 The use of open source software is not permitted unless otherwise agreed in writing. Open source software is any software that is distributed under usage and license terms for open source software,

the essential obligations of which include the transfer or disclosure of the source code of the software. If the supplier intends to use open source software, it shall inform us in advance of the associated license terms and hand them over to us. The handover of the license terms for open source software is an essential contractual obligation of the supplier if open source software is used for the delivery or service. The supplier guarantees that the use of open source software does not impair the contractual or intended use of the deliveries and services.

#### **12. Rights of use and exploitation**

- 12.1 Insofar as the deliveries or services or the documents and information related thereto contain industrial property rights of the supplier or third parties, the supplier irrevocably, unconditionally and for an unlimited period of time transfers to us all industrial property rights of the supplier or the third party required for the contractually stipulated and customary use of the deliveries and services in a manner that is unlimited in time and space, fully or partially transferable and sublicensable.
- 12.2 Insofar as the supplier is unable to transfer the property rights due to mandatory statutory provisions, the supplier shall grant us all rights of use and exploitation in this respect, including the right to publish, distribute, reproduce and process, to the aforementioned extent, so that we can use, exploit and process the deliveries and services in the contractually stipulated manner and in accordance with their customary use. If the supplier provides deliveries or services exclusively for us, it shall grant us the relevant rights of use, exploitation and processing in an exclusive manner. The rights of use and exploitation granted relate to all types of use and exploitation known and unknown at the time of delivery or performance and entitle us in particular to transfer the deliveries or services to third parties.
- 12.3 The transfer or granting of rights is compensated for with the agreed remuneration.
- 12.4 We are the sole owner of all industrial property rights to any work results resulting from the use of the deliveries or services (hereinafter: "work results"). In this respect, the supplier undertakes to transfer to us any industrial property rights to work results to which it is entitled without separate remuneration immediately after becoming aware of them. If a transfer of industrial property rights to work results is not possible due to mandatory statutory provisions, the Supplier undertakes to grant us all rights of use and exploitation in this respect without separate remuneration immediately after becoming aware of them in an exclusive, irrevocable, unconditional, fully or partially transferable and sub-

licensable manner, unlimited in terms of content, territory and time.

### 13. Termination of contract

13.1 Notwithstanding any other rights of termination, both contracting parties reserve the right to terminate the contract for good cause in accordance with the statutory provisions. Good cause shall be deemed to exist, inter alia, if

- the supplier does not fulfill its contractual obligations after the fearless expiry of a reasonable remedy period;
- the supplier's creditworthiness deteriorates significantly so that the enforcement of our claims against the supplier is jeopardized;
- the supplier violates our ethics rules in accordance with section 0 is violated.

13.2 Upon termination of the contract, any rights of use granted by us to the Supplier shall end and the corresponding documents, reproductions and any records/documents/storage and/or other data carriers made on the basis thereof shall, at our discretion, be returned or, if they are not originals, destroyed.

### 14. Liability

14.1 The supplier shall be liable to us for damages and reimbursement of expenses in accordance with the statutory provisions, unless otherwise agreed.

14.2 We shall not be liable to the Supplier for damages and reimbursement of expenses, irrespective of the legal grounds (contract, tort, breach of duties arising from the contractual obligation, indemnification, etc.). The above exclusion of liability shall not apply in the event of liability under the Product Liability Act, in cases of intent or gross negligence, in the event of culpable injury to life, limb or health, or in the event of a breach of material contractual obligations. Material contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the supplier regularly relies and may rely.

14.3 However, our liability for breach of material contractual obligations is limited to compensation for foreseeable damage typical of the contract, unless we are liable due to intent or gross negligence, injury to life, limb or health or under the Product Liability Act.

14.4 Insofar as our liability under this clause 14 is excluded or limited, this shall also apply to the corresponding personal liability of our vicarious agents,

representatives or employees.

### 15. Secrecy

15.1 We reserve all property rights and industrial property rights such as patent, trademark, usage and design rights as well as copyrights to illustrations, molds, templates, samples, designs and design proposals, models, profiles, drawings, standard sheets, print templates, gauges, know-how, calculations, work documents and other documents and records (hereinafter: "Documents") provided by us. This includes, in particular, information on manufacturing processes, recipes and system configurations. Documents may only be used by the supplier for the contractually intended purpose without our prior written consent. The same applies to items manufactured according to the documents.

15.2 Unless otherwise agreed, the supplier undertakes to treat all documents and information, in particular know-how and trade secrets, which it obtains from us (hereinafter: "**Confidential Information**") as confidential vis-à-vis third parties. In particular, the supplier is not authorized to disclose or make accessible the Confidential Information to third parties without our prior consent. The Confidential Information shall only be used for the purposes of the contract. The Supplier shall oblige its employees and other persons who gain access to the Confidential Information in connection with the performance of the contract to maintain confidentiality accordingly. The confidentiality obligation also includes the fact and content of our business relationship (including all contracts and orders) with the supplier.

15.3 The confidentiality obligation does not apply to Confidential Information (a) which is demonstrably already publicly known at the time of transmission, (b) the use or transmission of which the other party to the contract has expressly consented to in writing, (c) the transmission of which is necessary to fulfill obligations under the contract or (d) the transmission of which is required by law or official orders.

15.4 The confidentiality obligation under this clause 15 shall survive any termination or rescission of this Agreement as long as and to the extent that, with respect to the respective Confidential Information, none of the obligations set forth in Section 15.3 has occurred with regard to the respective Confidential Information.

15.5 Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and/or present goods or services manufactured for us.

## 16. **Force majeure**

- 16.1 If compliance with bindingly agreed deadlines is temporarily impossible or significantly impeded due to events of force majeure, the contractual obligations of the affected party shall be suspended and the affected deadlines shall be extended accordingly. Force majeure includes in particular such unforeseeable impediments to performance or disruptions which are beyond the control of the affected party, which could not have been averted or remedied even with the diligence of a prudent businessman and which are not only of short duration. Force majeure includes, in particular, natural disasters, civil unrest, partial or general mobilization, war, civil war, warlike or warlike acts or conditions, imminent threat of war, government intervention or control in the context of the war economy, monetary and trade policy measures or other sovereign measures, riots, terrorism, accidents, official orders, interventions by third parties such as criminal and cybercriminal acts or epidemics. Strikes and lockouts are not considered cases of force majeure.
- 16.2 The affected party must inform the other party immediately of the occurrence of force majeure and the expected duration of the impediment to performance.
- 16.3 If a force majeure event lasts for more than three (3) months, both parties are entitled to withdraw from the contract. In the event of withdrawal, the statutory provisions shall apply.

## 17. **Assignment, rights of retention, offsetting**

- 17.1 The supplier is not entitled to transfer the provision of services in whole or in part to third parties without our written consent. § Section 354a HGB remains unaffected by this.
- 17.2 The supplier shall only be entitled to rights of set-off and retention insofar as the claims against us are undisputed or have been legally established or the counterclaim is in a synallagmatic relationship to our claim.

## 18. **Compliance**

- 18.1 The supplier is obliged to act in accordance with the legal provisions applicable to it, in particular the regulations on data protection, competition law, anti-corruption, prevention of money laundering, due diligence in the supply chain and other ESG requirements.

The supplier and its employees must observe our ethical rules (<https://valuesfirst.johnsoncontrols.com/de/>) and our sustainability principles ([https://www.johnsoncontrols.com/de\\_de/unser-unternehmen/nachhaltigkeit](https://www.johnsoncontrols.com/de_de/unser-unternehmen/nachhaltigkeit)). The supplier shall also make every effort to commit its subcontractors to our Code of Ethics and Sustainability Principles and to enforce them along the supply chain.

## 19. **Data processing, data protection<sup>1</sup>, data security**

- 19.1 The personal data transmitted to us will be collected, stored and, if necessary, passed on to third parties (e.g. credit institution, factor) for order processing and contract processing in compliance with data protection regulations. Data may also be passed on if we are obliged to do so at the request of a state institution within the framework of mandatory national legislation or on the basis of a court decision or if the passing on of data serves to enforce our rights in the event of misuse and the assertion of our claims. We will store the data until the expiry of the retention periods under tax and commercial law.
- 19.2 If the Supplier obtains access to personal data in connection with and for the purposes of the contract with us, it shall comply with the applicable data protection regulations (in particular GDPR and BDSG). The supplier guarantees that only persons whose access is necessary for this purpose and who have been obliged to maintain confidentiality will have access to personal data, which the supplier will prove to us upon request. In the event that the supplier processes personal data on our behalf, at least one contract on order processing (Art. 28 para. 3 GDPR) must be concluded before the supplier accesses personal data for the first time - without affecting any agreed remuneration of the supplier. The Supplier warrants that any processing of personal data will take place exclusively in the territory of the European Economic Area (EEA), unless otherwise agreed in writing.
- 19.3 The Supplier shall take all reasonable legal, organizational and technical measures to protect against unlawful and unauthorized processing of our personal data or confidential information (hereinafter "Confidential Data"). The Supplier shall maintain appropriate operating standards and security procedures and use its best efforts to protect Confidential Data through appropriate physical and technical organizational security measures. Upon request, the Supplier shall inform us of the measures it has taken to protect the Confidential Data.

<sup>1</sup> [https://www.johnsoncontrols.com/de\\_de/datenschutz-zentrum/globale-datenschutzerklaerungen](https://www.johnsoncontrols.com/de_de/datenschutz-zentrum/globale-datenschutzerklaerungen)



## 20. Export control

- 20.1 We are entitled to refuse to fulfill our contractual obligations if and to the extent that applicable national or international foreign trade law - in particular export control or customs regulations, including embargo regulations and sanctions lists (hereinafter: "applicable foreign trade law") - conflict with this.
- 20.2 The supplier must comply with all requirements of the applicable foreign trade law for the provision of its services. It is obliged to provide all information and data that we require for compliance with the applicable foreign trade law for export, import and re-export in writing immediately after placing the order. This applies in particular to the following information and data:
- Listing of a good in accordance with the Annexes to Regulation (EU) 2021/821 and the German Export List (stating the list number) - in the current version;
  - the "Export Control Classification Number" according to the current U.S. Commerce Control List, provided that the goods to be delivered are subject to the "Export Administration Regulations";
  - the statistical goods number according to the current goods classification of foreign trade statistics and the "Harmonized System" code;
  - the country of origin (non-preferential origin) and, if required by us, supplier declarations of preferential origin (for European suppliers) or certificates/certificates of preference (for non-European suppliers).
- 20.3 The supplier is obliged to inform us immediately in writing of all circumstances that become known to him after the conclusion of the contract which give rise to the assumption of a possible or actual violation by him of the applicable foreign trade law. In any case in which circumstances become known which justify the assumption of a possible or actual violation of export control regulations, a default of acceptance by us is excluded for a reasonable period of time in order to give us the opportunity to check.
- 20.4 If actual violations of applicable foreign trade law are determined or cannot be ruled out, we may, at our discretion, withdraw from the contract as a whole or for those partial deliveries which justify the assumption of a violation.
- 20.5 If the fulfillment of our contractual obligations is delayed due to the applicable foreign trade law, the performance period shall be extended accordingly. If

the fulfillment of our contractual obligations is prohibited or hindered for a period of at least 12 months or longer due to the applicable foreign trade law, we are entitled to withdraw from the contract. If only partial deliveries are affected, we are entitled, at our discretion, to withdraw from the contract as a whole or for those partial deliveries which are prohibited or hindered. Such a right does not exist if we are solely or predominantly responsible for the circumstances which lead to the prohibition or hindrance.

- 20.6 The Supplier shall indemnify us against any damage resulting from a breach of the obligations under this Clause 19. unless the supplier is not responsible for this. The scope of the damages to be compensated shall also include the reimbursement of all necessary and reasonable expenses incurred or to be incurred by us, in particular the costs and expenses of any legal defense, as well as any regulatory fines or penalties imposed by the authorities.

## 21. Applicable law, conflict resolution

- 21.1 These Terms and Conditions and the contracts concluded between us and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 21.2 In the event of disputes arising from or in connection with these terms and conditions or individual orders or contracts, the following shall apply:
- As a first step, the parties shall endeavor to settle the conflict amicably through negotiations. To this end, the parties shall meet for negotiations within two (2) weeks of a written request by one of the parties. Each party shall send a member of its management to these negotiations. The failure to reach an agreement or the failure of the negotiations shall have no liability or other legal consequences, even if one party is responsible for the failure to reach an agreement or the failure of the negotiations.
  - If a party declares in writing that the negotiations have failed or if a personal meeting of the parties does not take place within three (3) weeks of receipt of a party's request for negotiations, either party may initiate mediation proceedings in accordance with the Mediation Rules of the German Institution of Arbitration (DIS) in the version applicable at the time the mediation proceedings are initiated.
  - If a party declares in writing and in accordance

with the Mediation Rules of the German Institution of Arbitration (DIS) that the mediation has failed, either party may initiate legal proceedings. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions and/or a contract between the Supplier and us is Düsseldorf.

## **22. Final provisions**

- 22.1 The place of performance shall be the destination named by us for the service or delivery. If no destination is specified, the place of performance shall be our registered office. The place of performance for subsequent performance is the location of the respective deliveries.
- 22.2 Amendments and additions to the contract, including deviations from these terms and conditions, must be made in writing. This also applies to the amendment of this written form clause.
- 22.3 Should one or more provisions of these terms and conditions be or become invalid, contain an inadmissible deadline provision or a loophole, this shall not affect the legal validity of the remaining terms and conditions. Insofar as the invalidity does not result from a breach of the provisions governing the validity of the General Terms and Conditions, a valid provision shall be deemed to have been agreed in place of the invalid provision which comes as close as possible to the economic intentions of the parties. The same applies in the event of a loophole. In the event of an inadmissible time limit, the legally permissible measure shall apply.