

STANDARD TERMS AND CONDITIONS
(with effect from July 2021)



1. **DEFINITION**
 - (a) "JCI" means Johnson Controls and its affiliates in Singapore that supply the Goods and/or Services (as the case may be) to the Buyer.
 - (b) "Buyer" means the party who enter into a Contract with JCI wherein JCI agrees to supply and the Buyer agrees to purchase the Goods and/or Services (as the case may be).
 - (c) "Conditions" means these General Terms and Conditions as set out in this document, terms in JCI's Quotation and any additional terms and conditions communicated in writing by JCI.
 - (d) "Contract" means the contract between JCI and the Buyer for the supply of Goods and/or Services (as the case may be) by JCI to the Buyer and shall be constituted in its entirety by the Conditions and JCI's Quotation. A Contract is only formed when JCI receives and accepts the Buyer's offer.
 - (e) "Delivery Date" means the date of delivery of Goods and/or Services (as the case may be) specified under the Contract, including the completion date for such delivery and/or supply, and any revisions of such date.
 - (f) "Installation Date" means the installation or works in relation to the Services specified under the Contract, including the completion date for such installation and any revisions of such date.
 - (g) "Goods" means the product(s) that the Buyer agrees to buy from JCI, or any part or quantity thereof.
 - (h) "Contract Sum" means the price for the supply of Goods and/or Services. Unless otherwise agreed between the parties, Contract Sum includes carriage, packing, and insurance, but excluding taxes that may be imposed on the supply of Goods and/or Services by the relevant authorities in Singapore, where such taxes is payable by the Buyer.
 - (i) "Proprietary Information" means any and all information and intellectual property relating to the Goods and/or Services, including the installation or operation of the Goods including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, components, trade secrets, trademarks and copyright in such information and intellectual property.
 - (j) "Quotation" means the proposal prepared by the authorised representative from JCI that indicates the Goods, Services and Contract Sum based on the Buyer's request for quotation/proposal. Quotation from JCI is not an offer to sell.
 - (k) "Services" means works in connection with the Goods (including designing, installing, testing and/or commissioning the Goods) and/or works in the Contract.
 - (l) "Site" means the land and other places on, above, under, in or through which the Services are to be executed.
 - (m) "Start-Up" means testing and commissioning.
2. **CONDITIONS APPLICABLE**

These Conditions shall apply to all contracts for the supply of Goods and/or Services by JCI to the Buyer to the exclusion of all other terms and conditions, including without limitation, any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order, letter of award/acceptance, or similar documents.

 - (a) All orders, letters of award/acceptance, or similar documents for the supply of Goods and/or Services by JCI shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Conditions. JCI's Quotations to the Buyer shall merely constitute invitations to treat.
 - (b) Buyer's instruction to JCI to proceed with the delivery of the Goods/supply of the Services or acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
 - (c) Any variation to these Conditions (including any additional terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing by JCI. Buyer is hereby notified of JCI's express rejection of any terms inconsistent with these Conditions. Neither JCI's subsequent lack of objection to any such terms nor the delivery of the Goods or Services shall constitute any agreement by JCI to any such terms.
 - (d) The Contract shall take precedence over any other oral or written representations, agreements, arrangements or understandings relating to the Goods and/or Services and any matters in connection therewith.
 - (e) Notwithstanding anything to the contrary, JCI's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination in the Contract.
3. **CONTRACT SUM AND PAYMENT TERM**

The Contract Sum is exclusive of taxes and subject to the addition of any and all applicable service taxes, value added taxes, sales taxes, duties and levies at the rate from time to time in the force which shall be payable by the Buyer. If the Buyer is required under the law to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to JCI, the Buyer shall be responsible to make such deduction or withholding as required but the net amount payable and remitted to JCI shall be equal to the amount JCI would have received in the absence of any such deduction or withholding.

 - (a) Unless otherwise agreed between JCI and the Buyer, should (i) the Delivery Date or Installation Date be beyond three (3) months from the date of the Contract and (ii) the cost to JCI of supplying the Goods and/or Services be increased by any circumstances of any kind whatsoever beyond the control of JCI, including without limitation, to increased production cost of manufacturers or suppliers/subcontractor, variations in rates of exchange, devaluation of any relevant currency or increase in relevant rates of freight or insurance, JCI shall notify the Buyer of such increase and the Buyer shall bear such increase, in addition to the Contract Sum.
 - (b) In the event JCI is called upon to pay any additional freight or incur any other charges or expenses in respect of the carriage of the Goods covered by the Contract due to any cause whatsoever, such additional freight, charges or expenses shall be payable by the Buyer to JCI in addition to the agreed Contract Sum.
 - (c) Unless otherwise agreed between the parties, all payments are due net thirty (30) days from the date of invoice without discount. The payment terms are 10% down payment upon the formation of the Contract, 40% after the confirmation of the agreed Delivery Date and 50% upon the Installation Date or full performance of the Contract. In cases where the tender for Services include installation of Goods, the total amount shown in the tender will be payable by monthly instalments due net thirty (30) days from the date of invoice without discount according to the volume of work completed and/or materials delivered to Site, and any balance will be payable on demand and, unless otherwise stated, without discount on completion of the installation. In the absence of any default from JCI and in the event delivery or installation could not be performed or delayed, JCI shall be entitled to issue the charge and invoice the costs incurred due to such delay if parties are unable to reach an agreement on the revised Delivery Date or Installation Date. Payment will be strictly in accordance with JCI's agreed payment term and within the specified credit limits. JCI shall, at its sole option, have the right to make any delivery payable on a cash or payment guarantee before-shipment basis.
 - (d) Where payment is by letter of credit, unless the Buyer shall open an irrevocable letter of credit with the bank named by JCI, or procure the acceptance by the bank named by JCI of a bill of exchange for the Contract Sum before the day fixed for delivery, JCI shall be at liberty on its own account to deal with, sell or otherwise dispose of the Goods without prejudice to any other rights JCI may have in law or in the Contract.
 - (e) Retention monies, if required, shall not be deducted from payments due to JCI. Instead, JCI shall arrange to provide the Buyer with a bank guarantee for the retention amount, in a form and substance acceptable to JCI, unless otherwise agreed upon in writing.
 - (f) JCI reserves the right to charge payment interest for any amount that is outstanding at the rate of three percent (3%) of the principal amount due and calculated on daily basis from the due date to the date of final payment.
 - (g) If the Buyer fails to make any payment on the due date, then without prejudice to any of JCI's other rights, JCI may:
 - (i) suspend or cancel deliveries/supply of any Goods and/or Services due to the Buyer; and/or
 - (ii) appropriate any payment made by the Buyer to such of the Goods and/or Services (or Goods and/or Services supplied under any other contract with the Buyer) as JCI may in its sole discretion think fit.
 - (h) Where payment is by progress claims, in the event of any default in payment, JCI reserves the right to immediately stop all works, including but not limited to the Start-Up at the Site without prior notice.
4. **SUPPLY, DELIVERY, ACCEPTANCE AND STORAGE**

The supply of the Goods shall be carried out only during normal working hours unless otherwise stated herein. In the absence of any default on the part of JCI and should the Buyer insist on urgency outside the period allowed for in the Contract, such overtime incurred shall be for the account of the Buyer.

 - (a) If applicable, the Buyer shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purchase of the Goods. JCI shall promptly upon request supply all documents reasonably required by the Buyer for this purpose.
 - (b) All Goods will be delivered packed in accordance with standard domestic packing methods unless export-packing is specified, in which case, the equipment will be export packed in accordance with JCI's standard packing methods. Any special packing methods must be specifically notified in writing and may be subject to additional costs.
 - (c) When Goods are for export shipment, JCI does not assume responsibility for obtaining permits, licenses or other government requirements, and such responsibility shall be that of the Buyer, unless otherwise specifically agreed in writing.
 - (d) The delivery date(s) provided by JCI is only an estimate and not a guarantee and is based upon prompt receipt of all necessary information from Buyer. Failure to deliver within the time estimated shall not be deemed a material breach of the Contract on JCI's part. If Buyer causes JCI to delay shipment of Goods or completion of the Services, JCI shall be entitled to charge an extra cost and expenses resulting from such delay.
 - (e) JCI is deemed to have delivered the Goods when the Goods are made available to the Buyer for physical collection by or on behalf of the Buyer at the Buyer's nominated delivery point. Any unloading or loading shall be the Buyer's responsibility, unless otherwise agreed in writing by JCI.
 - (f) JCI may deliver the Goods by instalments (where in JCI's opinion this is reasonable to do so and with prior notice to the Buyer) and issue interim invoices to the Buyer. Without limiting any other provisions in the Contract, failure by the Buyer to pay any instalment, or any other amount when due or where the Buyer breaches any terms in the Contract, will entitle JCI to withhold or delay delivery of any remaining Goods ordered.
 - (g) If the Buyer is unable to collect the Goods at the Buyer's nominated delivery point on the delivery day, JCI may (at its option and without limiting its other rights and remedies) arrange suitable storage of the Goods, whether at its premises or elsewhere and the Buyer must pay or reimburse all costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage. Delivery shall be deemed to have occurred notwithstanding the Buyer's inability to collect the Goods.
 - (h) No Goods delivered to the Buyer which are in accordance with the Contract will be accepted for return without the prior written approval of JCI and on such terms to be determined at the absolute discretion of JCI.
 - (i) If JCI agrees to accept any such Goods for return, the Buyer shall be liable to pay a handling charge of ten percent (10%) of the invoice Contract Sum. Such Goods must be returned by the Buyer carriage-paid to JCI in their original shipping cartons.
 - (j) Goods returned without the prior written approval of JCI may at JCI's absolute discretion, be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies JCI may have.
 - (k) The Buyer shall inspect the Goods on delivery and shall within three (3) days of delivery notify JCI of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford JCI an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
 - (l) If the Goods are not in accordance with the Contract for any reason, and subject to the other clauses herein, the Buyer's sole remedy shall be limited to JCI making good any shortage by replacing such Goods, or if JCI shall elect, by refunding a proportionate part of the Contract Sum.
 - (m) JCI shall be entitled to (i) appoint its freight forwarder to deliver the Goods to the Buyer and/or (ii) appoint subcontractor to supply the Services to the Buyer.
 - (n) Upon the receipt of the service report and/or delivery order and in the absence of any default on the part of JCI, the Buyer is deemed to have acknowledged and accepted the Goods and/or Services performed by JCI, notwithstanding the Buyer's failure or refusal to sign or acknowledge the service report and/or delivery order within 3 days from the date of receipt.
5. **INSTALLATION, COMMISSIONING, TECHNICAL ASSISTANCE AND DRAWINGS (if applicable)**

The supply of the Services (if applicable) shall be carried out only during normal working hours unless otherwise stated herein. In the absence of any default on the part of JCI and should the Buyer insist on urgency outside the period allowed for in the Contract, such overtime incurred shall be for the account of the Buyer.

 - (a) The Buyer shall give adequate written notice to JCI of the date on which the Site will be ready for the commencement of the Services or Start-Up.
 - (b) JCI shall give JCI full compliance with the Site's safety regulations.
 - (c) Unless otherwise agreed in writing, the Buyer shall, at his own cost and for all times pertinent to the supply of Services, provide (i) proper foundations, lighting, power, water and storage facilities, and (ii) equipment, tools and auxiliary materials, such as but not limited to hoisting gear, welding and grinding machines, oils and greases, cleaning and sealing materials, gas and oxygen, electricity, adequate heating and lighting, insulation and ready-for-use scaffolding, in each case, in such quantities as are deemed necessary by JCI for proper supply of the Services.
 - (d) The Buyer shall give all necessary assistance to ensure JCI obtain visas and any official entry-, exit- or working permits and (if necessary) tax certificates required in the Buyer's country, as well as to ensure that the JCI have free, dry and reasonable access to the Site.
 - (e) In the event of delay arising in the operations through circumstances for which JCI cannot be held accountable, any expenses, including but not limited to expenses associated with waiting periods or additional travelling and accommodation expenses, ensuring from such circumstances, shall be payable by the Buyer.
 - (f) Should the Contract be suspended for more than ninety (90) days, then JCI shall be entitled to terminate the Contract without liability and without prejudice to the rights accrued up to the date of termination.
 - (g) All reasonable extra costs, including the extra cost of completing the Contract for provision of technical personnel, incurred by JCI in consequence of the suspension and the subsequent resumption of work shall be reimbursed by the Buyer.
 - (h) JCI shall give reasonable notice to the Buyer when requires any parts of the Services to be inspected, tested and commissioned and/or measured ("Inspection"). The Buyer shall then:
 - (i) forthwith attend or send a properly qualified and authorised representative to take jointly with JCI any inspection, testing and commissioning and measurements of the works that may be necessary for the purposes of any valuation, including valuation of any variation; and
 - (ii) supply of documents and information necessary for the taking or calculation of any measurement, inspection and testing and commissioning and all other particulars that may be reasonably required by JCI for the purpose of establishing agreed measurement, inspection and testing and commissioning.
 - (i) Any Inspection taken jointly shall be recorded at the time and signed by the representative of the Buyer and JCI. If the Buyer does not attend or send a representative to take the Inspections jointly with JCI, the Inspection made by JCI notified in writing to the Buyer shall be taken to be correct and shall be final and binding on the Buyer.
 - (j) If the Buyer attends or send a representative to take the Inspection, the Buyer shall notify JCI in writing within seven (7) days of the date upon which the Inspection was taken in writing of the respects in which the Inspection is not accepted as correct. Such notice shall set out in detail the documents and other information in justification. Failure to notify in writing within seven (7) days shall be taken to be an acceptance of the Inspection by the Buyer and it shall be correct, final and binding on the Buyer.
 - (k) All drawings, illustrations, descriptive matter, particulars and the like accompanying JCI's tender specifications and estimates or acknowledgements of orders or contained in its catalogues and any weights and dimensions stated by JCI (all of which particulars JCI reserves the right to alter without notice) are intended to present a general idea of the products described or are approximate only and in no case constitute a warranty or condition or a description or a representation included in the Contract.
 - (l) When JCI's tender is expressed to be for the supply and/or installation of products complying with rules, a standard or a specification set by a governmental authority, such tender shall be deemed to have been prepared according to JCI's interpretation of such rules, standard or specification, and in the event that the governmental authority imposes a different interpretation, JCI's tender price or the contract price as the case may be shall be varied accordingly.
6. **TITLE AND RISK**
 - (a) The Goods shall be at the Buyer's risk as from the time the Goods are delivered to the Buyer, or in accordance with the Buyer's request / instruction.
 - (b) In spite of delivery having been made, title in the Goods shall not pass from JCI until (i) the Buyer shall have paid the Contract Sum in full; and (ii) no other sums whatever shall be due from the Buyer to JCI.
 - (c) Until the Contract Sum and all other sums due to JCI under the Contract have been fully paid, the Buyer shall keep the Goods free of all taxes and encumbrances, shall not remove the Goods from the premises without written permission of JCI, and shall not transfer any interest in the Goods or in the Contract without written consent of JCI.
 - (d) Title to the Goods remains in JCI until the Contract Sum and all other sums due to JCI under the Contract have been fully paid, all Goods whether affixed to the realty or not, shall be deemed to remain moveable property and be deemed severable without injury to the realty.
 - (e) The Buyer shall do whatever may be required to maintain JCI's title. Until title in the Goods passes to the Buyer, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailed for JCI. The Buyer shall store the Goods (at no cost to JCI) separately from all other goods in its possession and marked in such a way that they are clearly identified as JCI's property.
 - (f) Notwithstanding that the Goods (or any of them) remain the property of JCI, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of JCI. Any such sale or dealing shall be a sale or use of JCI's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from JCI, the entire proceeds of sale or otherwise of the Goods shall be held in trust for JCI and shall not be mixed with other money or paid into any overdraft bank account and shall be at all material times identified as JCI's money.
 - (g) JCI shall be entitled to recover the Contract Sum notwithstanding that title in any of the Goods has not passed from JCI.
 - (h) Until such time as title in the Goods passes from JCI, the Buyer shall upon request deliver up to JCI such of the Goods as have not ceased to be in existence or resold. If the Buyer fails to do so, JCI may enter upon any premises owned or controlled by the Buyer where the Goods are situated and repossess the Goods.
 - (i) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of JCI. Without prejudice to the other rights of JCI, if the Buyer does so, all sums whatsoever owing by the Buyer to JCI shall forthwith become due and payable.
 - (j) The Buyer shall insure and keep insured the Goods to the full Contract Sum against "all risks" to the reasonable satisfaction of JCI until the date that property in the Goods passes from JCI and shall whenever requested by JCI produce a copy of the policy of insurance. Without prejudice to the other rights of JCI, if the Buyer fails to do so all sums whatever owing by the Buyer to JCI shall forthwith become due and payable.
7. **CANCELLATION AND VARIATION**

The Contract may not be altered or cancelled or terminated by the Buyer for any reason whatsoever without the written consent of JCI (including suspension, prolongation and acceleration). If JCI agrees to alter or cancel or terminate the Contract, Buyer shall forfeit any deposit paid by the Buyer to JCI pursuant to the Contract (if any) and the Buyer shall indemnify JCI against any loss, damage and expense incurred by JCI in relation to the cancellation or termination or alteration of that Contract including but not limited to the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the Goods and all labour and engineering costs incurred by JCI in the execution or part execution of the Goods and including compensation payable to any supplier of JCI and loss of profit.

 - (a) In the event the Goods are not available due to circumstances of any kind whatsoever beyond the control of JCI, JCI shall immediately inform the Buyer and provide an alternative to the Goods ("Replacement Goods"). If the Buyer does not agree with the proposed Replacement Goods, it is deemed that JCI and the Buyer have agreed to terminate the Contract and JCI shall promptly repay to the Buyer any sums paid in respect of the Contract Sum. JCI shall not be liable for any loss or damage whatever arising from such termination.
 - (b) JCI may cancel and/or terminate the Contract for convenience and without assigning any reason whatsoever at any time before the Goods are delivered and/or Services are performed by giving prior written notice. On giving such notice JCI shall promptly repay to the Buyer any sums paid in respect of the Contract Sum. JCI shall not be liable for any loss or damage whatsoever arising from such cancellation/termination.
 - (c) Where Services are supplied by JCI under these Conditions, subject to the prior written notice to the Buyer, JCI shall be entitled to, and the Buyer shall grant any extension of time arising from delays not directly and solely attributable to JCI. JCI shall also be entitled to claim for any loss, damage and expense incurred by JCI in relation to such extension of time. JCI shall not be liable for any loss or damage whatsoever due to failure by JCI to supply any Goods and/or Services (or any of them) promptly or at all. Notwithstanding that JCI may have delay in any Goods and/or Services, the Buyer shall be bound to accept the supply of and to pay for, the Goods and/or Services in full provided that such supply shall be tendered at any time within two (2) months of the Delivery Date. Failure by the Buyer to accept such supply shall entitle JCI to levy the actual storage costs of the Goods until the date of acceptance of supply by the Buyer.