



GLOBAL TERMS AND CONDITIONS OF PURCHASE

Last revised December 22, 2010

These Terms apply when referenced by Buyer's purchase order or other documentation.

1. Offer; Acceptance; Exclusive Terms; Identity of Buyer; Country Supplement. Each purchase order issued by Buyer ("Order") is an offer to Seller for the purchase of goods and/or services ("Supplies") and includes and is governed by these Global Terms and Conditions of Purchase, together with any applicable Country Supplement (collectively, "Terms"). The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding the goods and/or services covered by the Order, except that a signed prior agreement (such as an award letter, Statement of Work or Non-Disclosure Agreement) will continue to apply to the extent not directly in conflict with the Order. Any other modification of Buyer's Terms must be expressly stated in the Order. The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order. Seller accepts these Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. **The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively.** Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order. Each Order can be modified only under Section 37. "Buyer" is the subsidiary or affiliate of Johnson Controls, Inc. identified in the Order; if no such entity is identified, the Buyer is the Building Efficiency business of Johnson Controls, Inc. unless otherwise stated in the applicable Country Statement. The Terms of each Order include (and where indicated, are superseded by) the Country Supplement for the country from which the Order is issued and/or the country in which Seller is located, as indicated in the Order.

2. Time Period of Order. Subject to Buyer's termination rights, the agreement formed by the Order is binding on the parties for one year from the date the Order is transmitted to Seller or, if an expiration date is stated in the Order, until that date. Subject to Buyer's termination rights, the Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Order not be renewed.

3. Quantities; Delivery; Material Releases. Quantities listed in each Order as estimated are Buyer's best estimate of the quantities of Supplies it might purchase from Seller for the contract term specified in the Order. If no quantity is stated or if the quantity is stated as zero: (a) Seller is obligated to supply Buyer's stated requirements for the Supplies in quantities as specified by Buyer in Material Releases; (b) unless expressly stated on the face of the Order, Buyer is not required to purchase Supplies exclusively from Seller; and (c) Buyer is required to purchase no less than one piece or unit of each of the Supplies that are goods and no more than those quantities identified as firm orders in material authorization releases, manifests, broadcasts, or similar releases ("Material Releases") transmitted by Buyer to Seller or, for services, to the extent expressly stated as a firm order in a Statement of Work signed by Buyer. Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller's expense, for notification of Material Releases, shipping confirmation and other information. Buyer may purchase additional quantities of the listed Supplies using Material Releases. Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation

9. Changes. Buyer reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any such requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. Seller will not make any change in the Supplies' design, specifications, processing, packing, marking, shipping, price or date or place of delivery except at Buyer's written instruction or with Buyer's written approval.

10. Warranties. Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers, that all Supplies delivered to Buyer will: (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in countries where Supplies or other products incorporating Supplies are to be sold; (c) be merchantable and free of defects in design (to the extent designed by Seller), materials and workmanship; and (d) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period is the longest of: three years from the date Buyer accepts the Supplies; the warranty period provided by applicable law; or the warranty period offered by Buyer or Buyer's customer to end-users for Supplies installed on or as part of products. For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.

11. Supplier Quality and Development; Required Programs. Seller will conform to the quality control standards and inspection system, as well as related standards and systems (including without limitation, quality control policies, QS 9000 and ISO 9000), that are established or directed by Buyer. Seller will also participate in supplier quality and development programs of Buyer as directed by Buyer. As requested by Buyer at any time, unless otherwise specified in an applicable Country Supplement, Seller will participate in and comply with the following Buyer programs and standards: (a) all Supplier Standards Manuals as provided by Buyer (including all subsections and forms), (b) supplier performance evaluations, (c) minority/women owned business expectations, as described and accessible on the Johnson Controls, Inc. website at <http://www.johnsoncontrols.com>. In the event of any discrepancy between any part of the above programs or standards and an express provision of these Terms, these Terms will control.

12. Minority, Women Business Enterprise MWBE Goals. Seller recognizes the benefits of purchasing goods and services from Minority / Women Business enterprises certified as MBE Minority Business Enterprise by the National Minority Supplier Development Council or WBENC Women Business Enterprise Council and shall establish goals for utilization and drive coordination of Seller's supplier Diversity Program with Buyer's efforts.

12.1. Utilization of Minority/ Women-Owned Business Enterprises ("MWBE").

12.2. An "MWBE" is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members (United States citizens who are African-American, Hispanic-American, Native American, Asian-Pacific American and Asian-Indian American). Ownership by minority individuals means that the business is at least 51% (or such lesser percentage as may be established by the National Minority Supplier Development Council ("NMSDC") or the Women's Business Enterprise National Council (WBENC) as sufficient to be certified as and/or deemed to be a minority-owned business) owned by such individuals or, in the case of a publicly-owned business, at least 51% (or such lesser percentage as may be established by the NMSDC or WBENC as sufficient to be certified as and/or deemed to be a minority-owned business) of the stock is owned by one or more such individuals;