

Date: September 3, 2026

Subject: SUMMER 2027 CIP
Geneva CUSD 304
N900 Brundige Rd.
Geneva, IL 60134

Engineer: CS2 Design Group – Elk Grove Village, IL
Documents: Plans and Specs – Issued for Pre-Purchase, dated 08.28.2026

Terms: F.O.B. Factory, Freight Allowed and Prepaid, Progress Payments: 30% at Time of Order and 70% at Time of Shipment, Net 30 Day Terms, Taxes NOT Included,
Quote Valid for 10 Days

We offer to furnish the equipment and services specified herein at prices stated and in accordance with the **terms and conditions contained herein and included on the last page of this proposal.**

ITEM I

AIR COOLED WATER CHILLER

TAGS: GHS.ACWC-2

One (1) York YVAA air cooled chiller with:

- R-454B refrigerant (fully charged)
- 460V/3ph/60Hz power
- Single point circuit breaker w/lockable handle & 65 kAIC
- Control transformer
- BAS interface native
- Service isolation valves
- Compressor sound blanket
- Dispersion switch
- All aluminum microchannel coils
- Wire/louvered enclosure panels
- Low sound condenser fans with VSD control
- 1" deflection isolators – field installed
- 5-year entire unit parts and labor warranty
- 5-year refrigerant warranty
- 4 hours of owner training
- Start up

ITEMS NOT INCLUDED

- Hauling, rigging or storage of equipment
- Installation, owner training or commissioning/supervision not mentioned above
- Labor warranty or extended warranties not mentioned above
- Mounting or wiring of temperature control devices
- 100 kAIC
- Pump package
- Items not mentioned above

Total price for ITEM I \$209,779.00

Pricing above is in alignment with JCI / Sourcewell contract #070121-JHN

Thank you for the opportunity to furnish our products and services on this project.

Respectfully,

Steve Green – Sales Engineer at Windy City Representatives
JCI/York Agent for Applied Equipment

Direct Phone Number - 224-325-6210

Windy City Representatives

**CUSTOMER APPROVAL
NOTICE TO PROCEED
SEE FOLLOWING PAGE**

CUSTOMER ACCEPTANCE:

This Proposal constitutes an offer and is subject to, and expressly conditional upon Buyer's acceptance of the Standard Equipment Terms and Conditions attached hereto (the "Terms and Conditions"), which are incorporated herein by reference. Buyer accepts this offer by signing and returning this Proposal, by issuing a purchase order to Johnson Controls for the proposed work, by instructing Johnson Controls to commence performance of the proposed work, or by accepting or paying for the goods, materials, service or equipment that are the subject of this Proposal, whichever occurs first. In accepting this Proposal, Buyer unconditionally agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that the Johnson Controls Terms and Conditions shall prevail over any different or additional terms and conditions on any purchase order or other document that Buyer may issue, and Johnson Controls expressly objects to any such different or additional terms. Any changes requested by Buyer after the execution of this Agreement shall be paid for by the Buyer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THE TERMS AND CONDITIONS.**

Total sell price is contingent upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 25% or as mutually agreed to prior to approved submittal and equipment release to the factory. **Johnson Controls will not commence work until receipt of the deposit.** All invoices are to be paid via ACH/EFT bank transfer. Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ **NO:** This signed contract satisfies requirement

☐ **YES:** Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____

☐ **NO:** Please submit invoices via mail ☐ **NO:** Please submit via _____

Standard Equipment Terms and Conditions – U.S.A./Canada

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation. "Seller" shall mean Johnson Controls, Inc. for sales in the U.S.A. and Johnson Controls Canada LP for sales in Canada.

(1) AGREEMENT AND LIMITATIONS. These Standard Equipment Terms and Conditions apply to all quotations and proposals (each, a "Quotation") made by Johnson Controls, Inc. ("Seller") and to the sale of all products or equipment ("Equipment") or the performance of services ("Services") by Seller to any purchaser thereof ("Buyer"), unless Seller subsequently and expressly agrees to their modification in writing signed by an authorized representative of Seller. These Standard Terms and Conditions are incorporated into Seller's Quotation and any related purchase order or acknowledgement. The Quotation is expressly limited to, and expressly conditional on, Buyer's acceptance of these Standard Terms and Conditions. Buyer unconditionally accepts the Quotation and these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, by instructing to Seller to begin work, including shipment of Equipment or performance of services, or by accepting or paying for the Equipment or Service, whichever occurs first. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the Equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other or additional terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the Equipment or services, shall constitute an agreement by Seller to any such terms. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION; CANCELLATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit. At a minimum, Buyer agrees to pay the following cancellation charges if Seller consents to cancellation in writing: For stock units, Buyer will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, prior to release to fabrication, a booking charge of five percent (5%) of total sale price for such units will be assessed. For custom units after release for fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times$ custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Buyer notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. Cancellation charges shall not exceed one hundred percent (100%) of the total Equipment sell price. If Seller's performance of its obligations is prohibited because of changes in applicable laws, regulations, or codes, or becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Seller or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Seller may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Buyer. Seller may terminate this Agreement without recourse or cost, or the affected portions, at its sole discretion upon notice to the Buyer. Seller reserves the right to cancel any sale hereunder prior to delivery in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).

(3) PRICE, DEPOSIT, SHIPMENT, PAYMENT AND INVOICING. All purchases and related payments will be in US Dollars unless otherwise stated on the applicable Equipment or Service Quotation. Seller may increase prices upon notice to the Buyer to reflect increases in material and labor costs. Prices for Equipment covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to shipment regardless of Buyer's acceptance of the Seller's Quotation, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. The term "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Unless otherwise agreed in writing by Seller and Buyer, Seller will deliver the Equipment, EXW (Incoterms® 2020) Seller's plant or factory (the "Delivery Location"), using Seller's standard methods for packaging and shipping same. Buyer will take delivery of the Equipment within three (3) days of Seller's notice that the Equipment has been delivered to the Delivery Location. If Buyer fails to take delivery of the Equipment within this three (3) day period, Buyer will pay Seller for the Equipment and all storage expenses incurred by Seller or, in Seller's discretion, Seller may ship the Equipment to Buyer at Buyer's expense. Buyer is responsible for obtaining any import licenses and other consents. Buyer agrees to pay a percentage deposit of the sell price (pre-tax) as set forth in Seller's Quotation upon approved submittal and prior to Seller release to factory. Seller will generate an invoice for the required deposit amount after Seller's receipt of a written agreement or order from Buyer, in advance of release to factory. Seller will not start manufacture until receipt of the deposit. Unless otherwise specified in the Quotation, Seller shall invoice Buyer for progress payments to 100% percent based upon Equipment delivered or stored, and Services performed. Unless otherwise agreed to in writing by Seller, all payments are due within thirty (30) days from the date of invoice. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH. If Seller consents to payment by credit card in lieu of EFT/ACH, Seller may charge additional fees. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Buyer must notify Seller in writing of any invoicing disputes within 21 days of the date of invoice or else such disputes are waived. Buyer and Seller shall seek to resolve any such disputes expeditiously and in good faith within 21 days of the dispute notice. Payments of any disputed amounts are due and payable upon resolution. All undisputed amounts remain due within thirty (30) days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by Seller are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Seller, Seller shall be entitled to a modification or change order to adjust the Quotation price to reflect the required prevailing wage rate. Buyer agrees to pay for the applicable prevailing wage rates. Buyer shall provide financial information requested by Seller to verify Buyer's ability to pay for goods or services. If Seller, in its sole discretion determines that reasonable grounds exist to question Buyer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Buyer's credit score), Seller may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Seller may have against Buyer. Seller shall provide Buyer with advance written notice of changes to payment terms. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Buyer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Buyer's failure to make payment in full when due is a material breach of this Agreement. Buyer further acknowledges that if Buyer fails to timely pay any undisputed amount invoices, such failure is a material breach and will give Seller, without prejudice to any other right or remedy, the right to, without notice: (i) if the failure continues for five (5) days following Buyer's receipt of notice thereof, suspend, discontinue or terminate performing any services and/or withhold further deliveries of Equipment, terminate or suspend any unpaid software licenses, and/or suspend Seller's obligations under or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to one and one half (1.5) percent per month or, if lower, the maximum rate permitted under applicable law, from the applicable due date until payment is made in full, plus Seller's costs of collection (including reasonable legal fees and costs). Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("UCC") (or equivalent law in the applicable jurisdiction) for Buyer's failure to pay for the Equipment, Services or any other breach by Buyer of this Agreement. Seller's election to continue performing does not in any way diminish Seller's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Seller shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension or termination of performance for Buyer's non-payment. If there are exigent circumstances requiring services or Seller otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Buyer disputes any late payment notice or Seller's efforts to collect payment. Buyer shall immediately notify Seller in writing and explain the basis of the dispute.

(4) TAXES. All stated prices are exclusive of and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Equipment and Services purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will immediately pay Seller the amount of the Tax and any penalties and interest related thereto. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(5) DELIVERY. The delivery date(s) provided by Seller for the Equipment is only an estimate and is contingent on prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by acts of a Force Majeure Event (as defined herein in Section 13(h)). FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the Equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay. At time of delivery, Buyer shall provide and be responsible for all rigging costs to remove or place the equipment, and Buyer shall ensure the delivery site has an appropriate rigging yard or laydown area. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order.

Risk of loss or damage passes to Buyer upon delivery to the carrier. If Buyer fails to accept delivery of any of the Equipment on the date set forth in Seller's notice that Seller has delivered the Equipment to the Delivery Location, or if Seller is unable to deliver the Equipment to the Delivery Location on the date because Buyer has failed to provide appropriate instructions, documents, licenses, or authorizations, then: (i) the Equipment will be deemed to have been delivered to Buyer; and (ii) Seller, at its option, (A) may store the Equipment until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses resulting therefrom (including but not limited to the cost of storage and insurance), or (B) ship the Equipment to Buyer, at Buyer's cost and expense. Title to Equipment and hardware manufactured by a third party ("Third Party

Hardware") passes to Buyer upon delivery of Equipment and/or Third-Party Hardware to the Delivery Location. Unless Buyer has prepaid for the Equipment or Third-Party Hardware, the Equipment and Third-Party Hardware in Buyer's inventory shall be subject to a security interest of Seller in the Equipment and Third-Party Hardware until Seller receives full payment from Buyer. Seller may, in its reasonable discretion, register such security interest in Equipment and Third-Party Hardware and their sale proceeds pending payment in the applicable official registers of any national or local jurisdiction where Equipment and/or Third-Party Hardware are delivered or physically located. Promptly upon Seller's request, Buyer shall execute all documents and take all actions as Seller reasonably directs at Seller's expense to enable Seller to exercise its security rights under this Section. Title to any software licensed to Buyer under these Terms will remain with Seller and its suppliers and licensors and is provided under the terms of the applicable EULA.

(6) INSPECTION. As used in this Section, "Nonconforming Equipment" means only the following: (i) the items shipped are different from those identified in Buyer's purchase order; or (ii) the labels or packaging of the items incorrectly identifies them. Buyer will inspect the Equipment within five (5) days following receipt thereof (the "Inspection Period"). The Equipment will be deemed accepted at the end of the Inspection Period unless Buyer notifies Seller in writing of any Nonconforming Equipment and furnishes Seller with written evidence or other documentation reasonably required by Seller. If Buyer notifies Seller of any Nonconforming Equipment prior to expiration of the Inspection Period, then Seller will, in its sole discretion, (i) replace the Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the purchase price for the Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by Buyer. At Seller's request and direction, Buyer will return the Nonconforming Equipment at Seller's expense or dispose of the Nonconforming Equipment in a manner approved by Seller, and upon request Buyer shall provide Seller with a certificate of destruction of such Nonconforming Equipment. Upon receipt of the Nonconforming Equipment, Seller will promptly refund the monies owed or ship the replacement Equipment to the Delivery Location at Seller's expense, with Seller retaining the risk of loss until delivery. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies and Seller's sole liability for the delivery of Nonconforming Equipment, and except as set forth in this Section, Buyer has no right to return the Products to Seller without Seller's written authorization.

(7) LIMITED WARRANTY. Seller warrants that the Equipment furnished by Seller under the Agreement will be free from defects in material and workmanship for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's Quotation or the supplied separate written product warranty accompanying the Equipment. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such third-party products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This limited warranty does not cover failures or defects caused in whole or in part by (i) misuse, neglect, accident or improper installation or maintenance performed by anyone other than Seller; (ii) Force Majeure, improper storage or protection of equipment from date of shipment until start-up, or other causes beyond the control of Seller; (iii) normal wear and tear or corrosion; (iv) improper use, application or operation beyond rated capacity; (v) use of replacement parts, refrigerants, oil, additives, or antifreeze agents other than those authorized by Seller; or (vi) any Equipment manufactured or customized according to Buyer's specifications and not authorized in writing by Seller. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain instructions on warranty procedures and provide Seller with reasonable site access to inspect the Equipment and/or perform any necessary warranty work within 72-hours of any access request by Seller. Seller's sole obligation for breach of this warranty, at Seller's option, shall be to repair or to replace defective parts or to properly redo defective Services, to provide equivalent replacement equipment instead of repair parts, or to offer a replacement price allowance to be applied toward the purchase of new or refurbished equipment offered by Seller. This limited warranty does not cover costs of consumable parts and components (e.g., oil, coolant, refrigerant, batteries, gaskets, O-rings, sacrificial anodes, filters, belts and kits), or additional costs for access, deinstallation, re-installation (e.g., cranes, rigging, roof or wall removal) and transportation. Further details on covered costs, claims processing and actions that may void this warranty are set forth in the applicable Certificate of Limited Warranty. This limited warranty is expressly conditioned on Buyer's proof of payment of the purchase price in full, and all replaced Equipment becomes Seller's property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional warranty products to accommodate such change/extension. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.** Seller makes no and specifically disclaims all representations or warranties that the Services, Equipment, Software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Seller, such as suggestions as to design use and suitability of the Equipment for Buyer's application, is provided in good faith, but Buyer acknowledges and agrees that Seller is not the designer, engineer, or installer of record and is not providing any professional design services hereunder. Any Technical Support is provided for informational purposes only and shall not be construed as professional design services or as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of Equipment. Buyer assumes exclusive responsibility for determining if the Equipment supplied by Seller is suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment.

(8) INTELLECTUAL PROPERTY. Buyer acknowledges Seller and its affiliates are the owners or licensors of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Equipment, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Equipment. Buyer agrees that it will reference brands of Seller or its affiliates only in connection with the use or sale of Equipment delivered to Buyer hereunder, and not in connection with the sale of any other Equipment, except as separately authorized by Seller in writing. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any software (including firmware) comprising or contained within Equipment, except and only to the extent that such activity may be expressly permitted, notwithstanding this limitation, either by applicable law or, in the case of open-source software, the applicable open-source license.

(9) REMEDIES AND LIMITATIONS OF LIABILITY. Except as set forth in Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. If Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the Equipment and tender to Buyer the purchase price paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the Equipment. If Seller so requests the return of the Equipment, the Equipment shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("Seller Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Buyer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems in any case, and to the fullest extent permitted by law, the entire aggregate liability of the Seller Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder for the Equipment giving rise to the claim or \$10 million U.S. Dollars whichever is less.**

(10) PATENT INDEMNITY. Seller shall defend or, at its own option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Buyers located in the United States or Canadian patents or copyrights, for Buyers located in Canada, or misappropriates any trade secrets of a third party (any of the foregoing, a "Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim; (ii) Buyer gives Seller full authority to defend or settle any such Claim; and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the Claim, or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to Equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with specifications furnished by Buyer, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where the Claim is incident to an infringement not resulting primarily from the Equipment. Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, or violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(11) DISPUTES. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Buyers located in the United States, the laws of New York shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Buyers located in Canada, this Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. If the matter is submitted to a court, **Seller and Buyer hereby waive their right to trial by jury.** If the matter is submitted to arbitration by Seller, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgement in any court of competent jurisdiction. If Seller prevails in any collection action, Buyer will pay all of Seller's collection costs (including reasonable legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid amounts due under this Agreement.

(12) DIGITAL ENABLED SERVICES; DATA. If Seller provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Seller's cloud-hosted software applications. Buyer consents to and grants Seller the right to collect, transfer, ingest and use such data to enable Seller and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Seller products and services. Buyer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Buyer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Seller secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Seller software and related equipment installed at Buyer facilities and Seller cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Buyer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection, or Seller discontinues or removes such remote connection.**

(13) SELLER DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") if any, furnished by Seller shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Seller General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Buyer's premises or systems and the Seller Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Buyer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Buyer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Seller's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(14) PRIVACY. Seller as Processor. Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Seller as Controller: Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(15) MISCELLANEOUS.

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the Equipment purchased by Buyer, without liability or obligation to incorporate such changes to Equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such Equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements that become effective after Seller has commenced production of the Equipment.

(b) **CHARACTER OF EQUIPMENT AND SECURITY INTEREST:** The Equipment delivered by Seller under the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said Equipment, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the Equipment in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said Equipment.

(d) **INSTALLATION:** If installation by Seller is included within Seller's Quotation, Buyer shall always provide all of the following at its own expense and pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of Canada or the United States with respect to where Seller is performing work or providing goods. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased Equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside of Canada or the United States are with the understanding that the ultimate destination of the Equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to Canada or the United States as set out in the Quotation or proposal, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the Equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) **BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Equipment networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or Equipment.

(g) **LIEN LEGISLATION:** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the Equipment will be installed or Services will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

(h) **FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for any delays, interruption, failure to perform under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including but not limited to the following: acts of God or natural disasters, acts or omissions of any governmental authority (including, without limitation, change of any applicable law or regulation), disease or public health risks and/or responses thereto, strikes, labor disputes, an increase of 5% or more as a result of Trade Restrictions or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, cyber-attacks, or unavailability or shortage of parts, materials, supplies, or transportation. If Seller's performance is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance or, at Seller's option, entitled to complete performance and extend any relevant completion date or scheduled milestone by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform, Buyer shall reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with government requirements, or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(i) **ASSIGNMENT:** This Agreement is not assignable by Buyer except with prior written consent of Seller. Seller shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Buyer.

(j) **FAR:** In the United States, Seller supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any Buyer order for a U.S. Government contract, Seller will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable