

48.2 The terms of the Agreement supersede any printed or typed conditions forming a part of JCI's proposal. Any handwritten terms and conditions set forth within a DuPont Purchase/Release Order, contract order, or agreement shall not supersede the applicable printed terms and conditions of the Agreement. If a conflict is determined to exist between the various parts of the Agreement, or between the Agreement and applicable industry standards or applicable codes, ordinances or other legal requirements, the more demanding requirements shall apply.

48.3 Except as otherwise indicated, any modifications, amendments, addendum or other changes to the Agreement may only be made by written mutual consent of E.I. du Pont de Nemours and Company and JCI.

49.0 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE UNDER THE AGREEMENT TO THE OTHER PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES EXCEPT FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM:

- (a) FINES OR PENALTIES ISSUED BY A GOVERNMENT ENTITY;
- (b) ANY THIRD-PARTY INDEMNIFICATION OBLIGATIONS ARISING OUT OF OR RELATING TO THE INDEMNITY SECTIONS OF THE AGREEMENT;
- (c) ANY BREACH BY SUPPLIER OF ITS OBLIGATIONS UNDER THE CONFIDENTIAL INFORMATION SECTION OF THE AGREEMENT;
- (d) ANY BREACH BY SUPPLIER OF ITS OBLIGATIONS UNDER THE PRIVACY SECTION OF THE AGREEMENT; OR
- (e) FOR WILFUL MISCONDUCT OR FRAUD.
("LIMITED LIABILITY EXCLUSIONS")

EXCEPT FOR THE "LIMITED LIABILITY EXCLUSIONS", UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR BREACHES OF THE AGREEMENT IN EXCESS OF \$5,000,000.00 USD.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives.

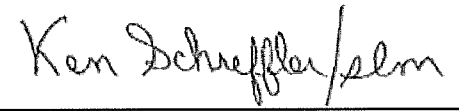
JOHNSON CONTROLS, INC.

BY:  _____

TITLE: VP/GM Svc _____

DATE: 8/1/13 _____

E.I. DU PONT DE NEMOURS AND COMPANY

BY:  _____
Ken Schreffler

TITLE: Sourcing Manager Capital _____

DATE: June 26, 2013 _____