

CBRE Limited

Terms and Conditions of Supply (Hong Kong & Macau Special Administrative Regions)

1. Definitions

“Applicable Law” means any law, statute or subordinate legislation of Hong Kong S.A.R. of the People’s Republic of China, the final delivery location of the Supplies, the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption law and any other regulation, decision or authorization having the force of law of any body having jurisdiction in relation to matters dealt with by the Order.

“Buyer” means CBRE Limited

“Buyer’s Customer(s)” means customer(s) to which Buyer provides the Supplies (as incorporated into Products supplied to such customer(s)) or the ultimate recipient or end-user of the Supplies, where such entity is not the Buyer.

“Consequential Loss” means any consequential, indirect or economic loss or damage, including but not limited to: (i) increased costs or expenses, (ii) loss of production, loss of profit, loss of business, loss of contracts or loss of revenues, or (iii) exemplary and/or punitive damages arising out of or in connection with provision, or failure of provision, of the Supplies.

“Force Majeure” means circumstances beyond a party’s reasonable control and which have not been brought about at its insistence, such as acts of God, fires not due to Seller’s fault, floods, wars, terror, sabotage, accidents, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations and price adjustment restrictions), and any other similar or different occurrence; provided, however, that the change in cost or availability of materials or components based on market conditions or supplier actions will not constitute Force Majeure.

“Lump Sum Fixed Price” means a price specified in an Order representing Seller’s full compensation for performing all of the Works for the project required by this Order, inclusive of all taxes and duties.

“Main Contract” means the contract between Buyer and its client for the Services comprising the work in the Order.

“Main Contractor” means the party (either the property owner or contractor of the property owner) that entered into the Main Contract with Buyer.

“Order” means the written document issued by Buyer comprising an offer made by the Buyer to the Seller to purchase the Supplies, subject always to the Terms.

“Price” means the price the Buyer shall pay for the Supplies as stated in the Order.

“**Seller**” means the party who shall provide the Supplies as identified in and pursuant to the Order.

“**Seller’s Property**” means all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are necessary for the production of Supplies.

“**Supplies**” means the goods and/or services (including Works) to be provided by the Seller including the Products or as may be incorporated into Products.

“**Terms**” means these Terms and Conditions of Supply.

“**Works**” means design, installation, testing and commissioning, engineering, tailor-made programming and project management & co-ordination works for which Buyer has engaged Seller pursuant to an Order.

2. Offer and Acceptance

- 2.1 Each Order incorporates and is governed by the Terms which, subject to Sections 13.2 and 19.6, supersede all prior agreements, orders, quotations, proposals and other communications between the parties relating to the Supplies, including without limitation the scope of Works, the final discounted unit rates and Price.
- 2.2 Any modification of the Terms must be by the written agreement of both parties and expressly stated in the Order.
- 2.3 The Order does not constitute an acceptance of any offer or proposal made by Seller. **Seller’s acceptance of the Order is limited to and conditional upon 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.
- 2.4 Seller accepts these Terms and forms a contract by doing any of the following:
 - (a) Preparing for or 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.
- 2.5 Any additional or different terms proposed by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise are not and will not become part of the Order.

3. Duration

Subject to earlier termination by Buyer, the Order is binding on the parties until the expiration date stated in the Order, or if no expiration date is stated, until terminated by Buyer. (“Initial Period”).

4. Quantities and Delivery

- 4.1 The Seller shall supply the quantities of Supplies as listed in each Order.
- 4.2 Unless expressly stated on the face of the Order, Buyer is under no obligation to purchase Supplies exclusively from Seller.
- 4.3 Unless otherwise agreed in writing by Buyer, title in the Supplies passes from Seller to Buyer upon delivery to Buyer’s designated location as identified in the Order.
- 4.4 Time for delivery of the Supplies is of the essence. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer as stated in the Order, except as otherwise agreed in writing by the parties. Buyer may change the rate of scheduled shipments or direct

temporary suspension of scheduled shipments, neither of which actions entitles Seller to modify the Price. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

5. Price and Payments

- 5.1 The Price shall be as stated in the Order and, unless stated otherwise, shall include shipping, storage, handling, packaging, insurance to cover all steps in the delivery process and all other expenses and charges of Seller including all duties and taxes, which must be shown separately on Seller's invoice for each shipment. Payment will be made in the currency expressly stated in the Order; if no such currency is stated, payment shall be made in Hong Kong dollars.
- 5.2 Unless otherwise specified in the Order, the Price will be deemed inclusive of all shipping, insurance, transportation, duties, tariffs and taxes based on Supplies being shipped to the ground level of Buyer's designated location. In the event that an alternative means of delivery is required by Buyer, including but not limited to ex works, CIF, FOB or FOB Airport, all as defined in the ICC Incoterms 2010, the Price shall be adjusted based on agreed criteria included in the Order.
- 5.3 Seller shall be entitled to invoice Buyer on or at any time after delivery of the Supplies and each invoice shall quote the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and any other information required by Buyer.
- 5.4 Seller acknowledges and agrees that Buyer will not pay any invoice without the correct Order number quoted on it.
- 5.5 Invoices shall be submitted to the address of Buyer as specified on the Order.
- 5.6 Unless otherwise stated on the Order, Buyer shall pay the Price within sixty (60) days after the end of month in which the delivery record endorsed by Buyer's representative is received.
- 5.7 The total price also includes all insurance, transportation, tariffs, duties and taxes.
- 5.8 Buyer shall be entitled to set off, in whole or in part, against the Price (including any value-added tax or other tax payable) any sums owed to Buyer or its affiliates by Seller or its affiliates under the Order or any other agreement or purchase order it has with the Seller or its affiliates that is in effect.
- 5.9 Notwithstanding anything to the contrary contained herein, GWS/CBRE shall have no obligation to pay Supplier for Supplies until GWS/CBRE has received payment from its customer for such Supplies
- 5.10 Payment for Works
- (a) If the Price is a Lump Sum Fixed Price for Works, the Price shall represent Seller's full compensation for performing all of the Works for the project required by the Order. Adjustments to a Lump Sum Fixed Price may only be made in compliance with Changes (Section 8).
- (b) Buyer shall make progress payments to Seller in accordance with the terms and conditions contained in the Main Contract. Payments shall be payable to Seller by Buyer only if and to the extent Buyer has received payment from the Main Contractor or owner. Buyer shall retain 10% of all progress payments unless otherwise specified in the Order, and such retained amount shall be released to Seller upon Seller's transfer of all intellectual property related knowledge and rights to Buyer upon completion of the project to Buyer's satisfaction and the issuance of a Certificate of Making Good Defect as specified in the Main Contract.
- (c) Seller shall submit with its Application for Payment for each progress payment all such information including, but not limited to, a Schedule of Values and a fully executed

Waiver of Liens and Claims, as Buyer may request to review and either (a) process such Application for Payment; or (b) reject the Application for Payment and request re submission. Payment shall be made by Buyer to Seller as soon as practicable after receipt by Buyer of payment from the Main Contractor or owner pursuant to the Main Contract. Buyer shall have no obligation to make any payment to Seller unless and only if Buyer has received payment from the Main Contractor or owner.

- (d) It is the condition precedent that, prior to each payment made by the Buyer, the Seller shall be liable to provide evidence of payroll records which sufficiently indicate all salaries or wages to his labours, workers, or employees for the employment up to the time of such payment have been paid by the Seller. If Seller fails to provide such evidence, the Buyer may retain any payment due to Seller and pay Seller's labour, workers or employees directly such amount and charge an administration fee of 15% of the amount paid which shall be deducted from any amount owed to Seller.

6. Shipping

- 6.1 Seller will: (a) properly pack and ship Supplies and clearly mark the identity of the carriers and the country of destination; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller will promptly provide Buyer with the following information in the form requested by Buyer: (i) a list of all ingredients and materials in Supplies; (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients.
- 6.2 The ICC Incoterms 2010 shall apply to all shipments.
- 6.3 Before the Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is part of the Supplies, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. Seller agrees to comply with all Applicable Laws and warning labels, including without limitation the European Union Directive 2002/96/EC and 2002/95/EC regarding restrictions of certain hazardous substances. Seller will reimburse Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping.
- 6.4 Buyer may, at its option, require the Supplies to be delivered ex works.

7. Inspection and Defective Supplies

- 7.1 Buyer may enter Seller's facility to inspect the Supplies plant and materials related to the Order for quality issues and to verify compliance with the Terms. Upon reasonable notice, Seller will allow Buyer, during Seller's normal business hours, to visit its facility to discuss and inspect its manufacturing processes, test the Supplies and review Seller's records, as necessary to verify compliance with the Terms. Buyer's inspection of Supplies whether during manufacture, prior to delivery, or within a reasonable time after delivery does not constitute acceptance of any work-in-process or finished goods, nor does it relieve Seller of any of its responsibilities or warranties hereunder. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control.
- 7.2 In addition to other remedies available to Buyer: (i) Seller agrees to accept return of the Supplies, at Seller's risk and expense, including transportation charges, and to replace defective Supplies as Buyer deems necessary; (ii) Buyer may correct at any time prior to shipment from buyer's premises Supplies that fail to meet the requirements of the Order; and/or (iii) Seller

will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct a routine audit at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section.

8. Changes

8.1 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.

8.2 In the event that any change made to the Order by the Buyer should impact on the Price or time for delivery or performance as a result of such a change, Seller must notify Buyer in writing within ten days after receiving notice of any impact on the Price or time for delivery, otherwise the Seller shall be deemed to have accepted the changes to the Order with the original Price and time of delivery. Buyer can request additional documentation from Seller relating to any change detailing and demonstrating the reason for such impact on the Price or time for delivery or 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. In no event shall Buyer be liable for any expenses incurred by Seller in connection with the determination or measurement of changes or the adjustment or settlement of accounts.

8.3 Changes in Works

- (a) The "Back to Back" Principle in terms of both time and money will be applied on any changes accepted by Buyer. No change shall be accepted by Buyer if the change is not approved by the Main Contractor.
- (b) For the purpose of assessing and certifying changes in Works pursuant to Section 8.2, Seller shall apply to Buyer within ten (10) days of receipt of written instructions. Such application shall include a detailed bill of quantities and full quotation including any time implications for such changes. Should Seller fail to apply within such ten (10) day period, Buyer will deem that such changes have no cost or time implication to the Works and no payment or extension of time will be allowed for the execution of such changes.

All changes of Works shall be valued in the manner provided by this Section and the value thereof shall be added to or deducted from the Price. The value of all written instructions shall be ascertained by reference to the rates and prices, with a discount factor applied to the same (if any) specified in the Schedule of Rates in such Order for the like or analogous work, but if there are no such rates and prices, or if such rates are not applicable, then the value shall be such as mutually agreed in all the circumstances.

9. Warranties

- 9.1 Seller expressly warrants that the Supplies will:
- (a) Conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished by Buyer;
 - (b) Conform to all Applicable Laws, orders, regulations and standards;
 - (c) Be of good quality and free of defects in design, materials and workmanship;
 - (d) Be selected, designed, manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer; and
 - (e) Not infringe on the intellectual property rights of third parties.
- 9.2 In respect of Works, Seller also expressly warrants that:
- (a) All material to be incorporated into the Works shall be new, of the most suitable grade for the purpose intended and in compliance with the terms and conditions of the Order; and
 - (b) All Works shall be performed in a professional, competent and workmanlike manner by persons having the requisite skill for such work, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards
- 9.3 The warranty period for the Supplies shall be the longest of (i) one (1) year from the date Buyer accepts the Supplies or the owner or Main Contractor accepts the Works, (ii) the warranty period stated the cover of Order or in the agreement pursuant to which the Order is issued, or (iii) the warranty period offered by Buyer to the Buyer's Customer / Main Contractor.
- 9.4 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.
- 9.5 Seller shall, at no additional cost to Buyer, promptly and satisfactorily replace any material and correct any workmanship found to be defective or otherwise not in conformance with the Order, and remedy any damage to other parts of the Works resulting therefrom.
- 9.6 Buyer's payment of the price, approval of any design, drawing, material, process or specifications will not relieve Seller of liability under these warranties.

10. Quality

- 10.1 Seller will conform to the quality control standards and inspection system of the Buyer and will also participate in Seller quality and development programs of Buyer as directed by Buyer.
- 10.2 At Buyer's request, Seller will make service literature and any other materials relating to the Supplies considered necessary by the Buyer available free of charge.

11. Liability and Remedies

- 11.1 Seller shall defend, indemnify and hold harmless Buyer, Buyer's officers, directors, agents, employees, successors and assigns against personal injury to or the death of any person in so far as such injury or death arises in the course of or by reason of the Seller carrying out, or failing to carry out, its obligations under the Order provided always and only to the extent that the same is due to negligence or breach of these Terms on the part of the Seller or negligence of the Seller's employees, agents, Sellers and/or sub-contractors.
- 11.2 Seller shall indemnify Buyer and Buyer's Customer and all of their respective officers, directors agents, employees, successors and assigns, against all damages, losses (including Consequential Loss), claims, liabilities and expenses (including reasonable legal and other professional fees, settlements and judgments) arising out of or resulting from any defective Supplies or from the performance or non-performance of the Works, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of the Order (including any part of these Terms), including without limitation costs, expenses and losses incurred directly or indirectly by Buyer or its customer(s): (a) in inspecting,

sorting, repairing or replacing the nonconforming Supplies; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies.

- 11.3 The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other or legal or equitable remedies.
- 11.4 In any action brought by Buyer to enforce Seller's obligation to produce and deliver Supplies under the Order, the parties agree that Buyer will not always have an adequate remedy at law and as such, Buyer is entitled to specific performance of Seller's obligations under the Order.
- 11.5 GWS/CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER. GWS/CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Order or with regards to any other obligations/responsibilities herein shall not exceed the price for the Supplies

12. Applicable Laws, Standards and Ethics Policies

- 12.1 Seller and the Supplies will comply with all Applicable Laws, and standards, relating to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to anti-corruption, environmental matters, employment, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all obligations and conditions thereby required.
- 12.2 All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Supplier certifies, warrants, and guarantees to CBRE that its product(s) are in full compliance with all applicable laws and regulation, including but not limited to the European REACH regulation and RoHS directive. A list of restricted substances is available at www.cbre.com.
- 12.3 In respect of Works, all details of the equipment, materials and installations standard shall comply with the specifications provided by Buyer and the current standards and regulations where applicable, including but not limited to the electrical supply of 346/380 volts (three phases) and/or 200/220 volts single phase at 50Hz; the standard specifications and standard Codes of Practice applicable to the project published by governmental or related professional bodies; Electricity Supply Ordinance; Fire Services Department Requirements; IEEE Wiring Regulations (latest edition); and any safety regulations imposed by the Main Contractor, owner or Buyer. The Order incorporates by reference all obligations and conditions thereby required. Where the materials or equipment offered comply with other standards, Seller shall demonstrate to the satisfaction of Buyer they meet the requirement of Buyer's specifications, but in any event, if there is a dispute on the quality of workmanship, Buyer reserves the right to order the removal and replacement at Seller's expense of any material or equipment which does not meet Buyer's original specifications and the drawings set out in the Main Contract. 12.4 Seller shall use only legitimate and ethical business practices in the activities contemplated by the Order and shall not submit inflated or otherwise false invoices to Buyer. No part of the payments received by Seller will be used for any purpose that could constitute a violation of any Applicable Laws, including the U.S. Foreign Corrupt Practices Act or any other anti-corruption law.
- 12.5 Buyer has established an Ethics Policy (available at www.cbre.com/codeofconduct), and Seller shall, and shall cause Seller's employees and contractors to, abide by this policy.
- 12.6 Seller has reviewed the Buyer's "No Harassment" Policy and agrees to maintain a no harassment environment for its employees and contractors. Seller has reviewed the Buyer's "Subcontractor Safety Specifications" and agrees to comply with the requirements therein.
- 12.7 Seller agrees that whenever it learns of or has reason to suspect any violation of the foregoing

provisions, it will immediately advise Buyer of such knowledge or suspicion and cooperate with any Buyer inquiry concerning any possible violation of this Section. The Seller further agrees that Buyer reserves the right to withhold payments under the Order, or terminate the Order, if Buyer believes, in good faith, that the Seller has breached any of the forgoing provisions and Buyer shall not be liable to the Seller for any claim, losses, or damages related to its decision to exercise its rights under this Section.

13. Buyer's Customer Requirements

- 13.1 Buyer shall supply Seller with information regarding purchase orders from its customer(s) insofar as this information relates to the Supplies.
- 13.2 Seller will be responsible for ascertaining how such information affects Seller's obligations under the Order, and Seller will meet all such disclosed Buyer's Customer terms to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section 13 prevail over any conflicting term between the Buyer and Seller.

14. Insurance

- 14.1 Seller will maintain the insurance coverage listed below or in additional amounts as may be reasonably requested by Buyer.

| Type of Insurance | Minimum Limits |
|--|--|
| Commercial General Liability*, insurance for bodily injury and property damage arising from premises, operations, personal injury, products / completed operations, and contractual liability covering the indemnities required pursuant to the Liability and Remedies (Clause 11) | As required by (a) tender requirements or if none, then by (b) separate written agreement, but in the absence of (a) and (b), US\$5,000,000 Per Occurrence, General Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury |
| Automobile Liability covering all autos used in connection with the work performed | As required by local law and/or statute governing such insurance in the jurisdiction where work is to be performed and/or as applicable to the employees conducting the work. |
| Workers' Compensation / Employee Injury | As required by Applicable Law and as applicable to the employees, sub-contractors in any tier and all self-employed labour conducting the work. |
| Employer's Liability | As required by local law and/or statute governing such insurance in the jurisdiction where work is to be performed and/or as applicable to the employees, sub-contractors in any tier and all self-employed labour conducting the work. |
| Professional Liability (if applicable) | As required by (a) tender requirements or if none, then by (b) separate written agreement, but in the absence of (a) and (b), US\$1,000,000 each claim |
| Blanket Fidelity Bond (Crime Insurance) | Where and as applicable |
| Payment & Performance and/or Labor & Material Bonds | Where and as applicable |

**Commercial General Liability limits may be met with a combination of General Liability and Umbrella/ Excess Liability policy limits.*

- 14.2 Seller will furnish to Buyer proper evidence of such cover within 10 days of Buyer's written request. If Seller fails to procure insurance coverage in accordance with the requirements above, Seller shall nonetheless bear all liabilities under the scope of such requirements as if it were the insurance company.
- 14.3 The procurement and maintenance of insurance coverage in accordance with the requirements above shall not release Seller of its obligations or liabilities under the Order.

- 14.4 Where insurance coverage and/or limits are mandated by Applicable Law, local requirements shall apply subject to the minimum limits stated above.

15. Termination

- 15.1 Buyer may terminate the Order if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation legal and other professional fees: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Seller; (d) a receiver or trustee is appointed for Seller; or (e) Seller executes an assignment for the benefit of creditors.
- 15.2 Buyer may terminate the Order, if Seller: (a) repudiates, breaches or threatens to breach any of the Terms, including without limitation, Seller's representations and warranties in Section 9 and Seller's agreement to adhere to Applicable Law and Buyer's ethics and other policies in Section 12; (b) fails or threatens not to deliver Supplies; (c) fails to deliver the Supplies within three (3) months from the date the Order is transmitted to Buyer; (d) fails or threatens to perform services in connection with the Order; (e) fails to prosecute the Works with such diligence as will ensure its completion of the Works by the projected completion date; (f) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (g) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller. Seller will notify Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.
- 15.3 In the event that either party is unable, delayed or prevented in performing its obligations under the Order by reason of Force Majeure (as provided in Section 16) for a period of more than 60 days, the Order shall terminate forthwith.
- 15.4 In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller.
- 15.5 Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order; (b) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Supplies to a different Seller.

- 15.6 Upon termination by Buyer under Section 15.4, Buyer will be obligated to pay only the following: (i) the Price for all finished Supplies in the quantities ordered by Buyer that conform to the Order; (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer under part (b) of Section 15.5 above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d) of Section 15.5. Seller will furnish to Buyer, within one month after the date of termination (or such other period as may be required by Buyer's Customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller permitted by this Section.
- 15.7 Notwithstanding anything other provision contained in this Section 15, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for Consequential Losses, loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Order, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed.
- 15.8 Buyer's obligation upon termination under this Section 15 will not exceed the obligation Buyer would have had to Seller in the absence of termination.
- 15.9 Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller.

16. Force Majeure

- 16.1 Neither Party shall be responsible for any loss or damage of any kind occurring as a result of a failure of, or delay in, performance under the Order in the event such performance is delayed or prevented by an act of Force Majeure.
- 16.2 The party whose performance is prevented by a Force Majeure occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence (but no more than two (2) business days) describing the delay and assuring the other party of the anticipated duration of the delay and the time that the delay will be cured, and shall promptly give written notice to the other party of the cessation of such occurrence. The party affected by such occurrence shall use reasonable commercial efforts to remedy or remove such event of Force Majeure as expeditiously as possible.
- 16.3 During any delay or failure to perform by Seller due to a Force Majeure occurrence, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order.

17. Information Rights

- 17.1 Seller shall not to assert any claim against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Supplies, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Buyer or by a valid patent expressly disclosed to Buyer prior to or at the time of the Order.

- 17.2 Seller agrees:
- (a) to indemnify and hold harmless the Buyer, its successors and customers against claims of infringement of any intellectual property right (including any patent, trademark, copyright, moral, industrial design right) and against any resulting damages or expenses, including legal and other professional fees arising in any way in relation to the Supplies (including without limitation their manufacture, purchase, use and/or sale), except to the extent such infringement is actually embodied in designs created by Buyer and provided in writing to Seller;
 - (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret);
 - (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Supplies delivered under the Order without payment of any royalty or other compensation to Seller;
 - (d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent;
 - (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order;
 - (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and
 - (g) that copyright in the all drawings, documents and other information produced by or on behalf of the Buyer shall remain vested in the Buyer.
- 17.3 Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by Buyer. Buyer shall also retain all intellectual property rights related to energy efficiency improvements and their related benefits (including, but not limited to, white tag credits, green tag credits, governmental tax incentives or tax credits, advertising rights, etc.) for products or services which Buyer purchases from Seller which may directly or indirectly increase the energy efficiency of the products or facilities of Buyer or Buyer's customers. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section.
- 17.4 At no additional cost, Seller shall grant Buyer a non-exclusive, irrevocable, royalty-free license to use any intellectual property owned by Seller that is necessary or incident to the reasonably intended use or application of the Supplies.

18. Trademarks

- 18.1 Buyer and/or its affiliates retain the exclusive right to the trade names and trademarks of Buyer, CBRE Ltd. or any of their respective affiliates, and the Seller agrees not to use these trade names and trademarks except only as permitted by Buyer in writing.
- 18.2 In the event the Order is terminated by either party for any reason whatsoever, the Seller will immediately cease the use of the trademarks of Buyer or its affiliates, or the use of any trade names and/or marks whose resemblance to any such trade names or trademarks as determined by Buyer in its sole discretion might deceive purchasers or prospective purchasers.

- 18.3 Should Seller adopt, develop or acquire, directly or indirectly, any right, title or interest in or to any such trade names and/or marks, or any goodwill developed in connection with same, which refer to the trade names and trademarks of Buyer or its affiliates, upon request or demand by Buyer, Seller shall assign to Buyer or any designee of Buyer all rights, title and interest in said trade names and/or marks, together with all goodwill connected therewith for no or nominal consideration.

19. Confidentiality

- 19.1 Seller acknowledges that all information received from Buyer or developed for Buyer under the Order is proprietary and confidential, regardless of whether such information is marked or identified as confidential.
- 19.2 Seller agrees to keep all proprietary or confidential information of Buyer in strictest confidence, and further agrees not to (and shall cause its employees, subcontractors and agents (who shall only receive such information on a need-to-know basis) not to) disclose or permit disclosure to others, or use for other than the purpose of the Order, any proprietary and confidential information of Buyer.
- 19.3 Following the expiration or termination of the Order, upon Buyer's request and at Buyer's sole discretion, Seller will promptly (and shall cause its employees, subcontractors and agents who have had access to such information to) (a) deliver to Buyer or (b) destroy any and all documents and other media, including all copies thereof and in whatever form that contain or relate to Buyer's confidential or proprietary information, and thereafter, provide written certification of the completeness of such delivery or destruction.
- 19.4 Seller's obligations under this Section will continue for a period of six (6) years from the date of disclosure of information covered by this Section, unless a longer period is specified in writing by Buyer, at Buyer's sole discretion.
- 19.5 The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) after disclosure by Buyer becomes publicly known through no fault of Seller; or (c) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information.
- 19.6 Notwithstanding anything to the contrary in these Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control.

20. Special Terms in Respect of Works

The following terms shall only apply where the Supplies which are the subject of the Order involve Works.

- 20.1 The Seller shall be required to undertake towards the Buyer the like obligations and liabilities imposed upon the Buyer under the Main Contract. The Seller shall observe and comply with all the contract and specification requirements stated in the Main Contract for this Order. Seller acknowledges that it has fully understood all the contractual requirements and obligations relating to the scope of works of this Order under the Main Contract. Seller has been given an opportunity to inspect the Main Contract at the Buyer's office and shall be deemed to have full understanding of the requirements thereof. Buyer shall, insofar as it is reasonable and practicable, at the request and cost of the Seller obtain for the Seller any reasonable rights or benefits of the Main Contract so far as the same are applicable to the Works but not further or otherwise.
- 20.2 Works to be Performed. Seller agrees to furnish all supervision, labor, materials, equipment, tools, incidentals and other items pursuant to the terms and conditions of the Order. The Works are fully described in the Order or in its associated documents and shall comprise of the supply,

off-loading, storing, assembly, installation, testing, adjustment and “testing and commissioning” of the complete installation to the satisfaction of the Buyer.

- 20.3 Schedule. Time is of the essence in the Order. Seller shall furnish a schedule for its completion of the Work to the Buyer for Buyer’s approval. Seller shall notify Buyer in writing immediately upon the occurrence of any delay or expected delay to said schedule, including any mechanical or electrical problems which would interfere with on-time installation.
- 20.4 Buyer’s Property. All materials furnished by and used by Buyer’s personnel at the installation site, including documentation, schematics, test equipment, software, and associated media shall remain the exclusive property of Buyer. Seller agrees not to use such materials for any purpose at any time.
- 20.5 Liquidated Damages. Should the Seller fail to complete the Works within the time and manner specified, or within the time of such extensions as may be granted or approved by Buyer, Seller shall be liable to Buyer for all damages suffered by Buyer by reason of such delay, and Buyer shall and may deduct and retain the amount of such damages out of amounts which may be due or become due to Seller under the Order. Unless Buyer and Seller specifically agree in the Order to a fixed and determined sum which shall be paid by Seller to Buyer for each and every day of delay, the Seller shall be liable to Buyer for 0.5% of the total purchase price specified in the Order per day of delay as liquidated damages that Buyer will suffer by reason of said delay and not as a penalty. Except for the liquidated damages specified above or in the Order, no Consequential Losses shall be recoverable under any circumstances by either Buyer or Seller.
- 20.6 Removal of Debris. Seller shall keep its work and storage areas clear of debris and shall leave the premises in broom-clean condition at all times and upon completion of the Works. If Buyer deems the premises not clean enough to its standards, Buyer may clean the premises and charge to Seller’s account all costs for said cleanup.
- 20.7 Site Condition. Seller shall be deemed to have familiarized itself with the site condition and extent of the Works. No claim will be entertained either for additional costs or extension of time as a result of actual site condition, material quantities required, materials type or quality of workmanship.
- 20.8 Overtime. Should Seller consider it necessary to cause its employees, labour and contractors to work overtime to complete the Works by the date for completion or stages of the Sub- contract works at such dates as the Main Contractor/the Buyer may require to maintain the progress of Main Contract Works, Seller will be deemed to have allowed for such a contingency in the Price. No claim for any extra costs or an extension of time in this regard will be considered.
- 20.9 Setting Out. Seller shall be solely responsible for the setting out of the Works, but the Main Contractor or Buyer shall provide to Seller datum levels and base lines to enable Seller to set out the Works. If at any time during the progress of the Works, errors appear or arise in the position levels, dimensions or alignment of any part of the Works, Seller shall at its own cost rectify such errors to the satisfaction of the Main Contractor or Buyer.
- 20.10 Coordination Between Trades. Seller shall assist Buyer to liaise with the Main Contractor, other contractors, suppliers and tradesman who will be carrying out other services on the site prior to the commencement of actual installation to ensure that the works of all trades are well coordinated. Where works by other trades are to occupy the same pipe and duct space and ceiling void, Seller shall leave clear access in sequence for future provision of these services and maintenance works within builder’s works, shafts, plant rooms and suspended ceilings, etc.
- 20.11 Plant, Scaffolding, Tools & Implements. Seller shall supply all necessary tools and implements for the execution of the Works and shall provide, erect and maintain all necessary scaffolding and general facilities for the use of its own workman at the site of the Works. Seller shall observe and undertake to erect or provide scaffolding and general facilities as per Applicable Law.
- 20.12 Protection of Works. Seller shall include in the rates or prices for the sufficient provision of protection (the extent of which shall be agreed with Buyer) to all materials, goods, and

equipment, including those provided by Buyer, from damage, inclement weather, etc., until such materials, goods and equipment have been fully, finally and properly incorporated into the Works.

- 20.13 If Seller performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized,

illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's sole negligence.

21. Sustainability

Buyer and Seller hereby recognize the value in supporting initiatives which strive to achieve excellence in environmental and social performance. While this Agreement defines the parameters in which the parties will conduct business and seek mutually advantageous financial advantage, the parties agree that there is a recognition, belief in, and practice of the principles of sustainable business woven into the fabric of how they will conduct themselves. Elements which the parties will consider include:

- (a) Supporting the Global Reporting Initiative (GRI – <http://www.globalreporting.org/>), including development of a Sustainability Report in alignment with GRI reporting guidelines.
- (b) Taking voluntary initiatives to reduce environmental impacts. These include efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote “greening of the supply chain.”
- (c) Supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and benefits, and being responsible citizens in communities where the parties operate.
- (d) Participating in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements as requested by Buyer.
- (e) The Buyer's current Sustainability Report can be found online at www.cbre.com.

22. Nonsolicitation

Seller agrees that, during the term of the Order, it shall not, except with the prior written consent of Buyer, offer employment to, employ or otherwise solicit in any manner any person who is employed, engaged as a consultant or otherwise engaged or retained by Buyer. This provision shall not restrict the right of Seller solicit or recruit generally in the media, and shall not prohibit Seller from hiring an employee or consultant of Buyer who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Seller, provided that Seller notifies Buyer in writing prior to hiring such an employee or consultant of Buyer.

23. Publicity

- 23.1 Seller will not advertise, publish or disclose to third parties (other than to Seller's professional

advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Supplies covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

24. Relationship of Parties

- 24.1 Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 24.2 Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

25. Conflict of Interest

- 25.1 Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

26. Assignment or Subcontracting

- 26.1 Seller shall not assign, delegate or subcontract its obligations, in whole or in part, under the Order without Buyer's prior written consent. Any assignment, delegation or subcontracting by Seller without Buyer's prior written consent shall be void and be deemed a breach of the Order. In the event of any approved assignment, delegation or subcontracting is authorized by Buyer, Seller shall retain all responsibility for Supplies and Works, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

27. Governing Law; Dispute Resolution

- 27.1 The Order shall be construed and governed in all respects in accordance with the laws of Hong Kong S.A.R of the People's Republic of China. Any dispute, controversy or claim arising out of or relating to the Order, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English. In the event of any breach of the Order by either party, the other party shall be entitled to remedies in law and equity as determined by arbitration.
- 27.2 Nothing herein contained shall be construed or deemed to constitute a partnership or joint venture between the parties hereto and neither party shall be bound by any representation, act or omission of the other.
- 27.3 When any dispute occurs and while any dispute is under arbitration, except for the matters in dispute, the parties shall continue to exercise their respective remaining rights, and fulfil their respective remaining obligations under the Order.

28. Severability

If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance,

executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with Applicable Law. The remaining provisions of the Order will remain in full force and effect.

29. Waiver

The failure of either party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

30. Survival

The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

31. Third Party Rights

No term of the Order is enforceable by any person or body who is not a party to it.

32. Language

The parties acknowledge that it is their wish that these Terms, the Order and all documents relating thereto be governed by and interpreted according to the English versions thereof, notwithstanding their translation into other languages, in the event of any dispute.

33. Entire Agreement; Modifications

Except as described in Section 1, the Order, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced therein, including but not limited to these Terms, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Order. The Order may only be modified by a written amendment executed by authorized representatives of each party or, for changes within the scope of Section 8 of these Terms, by a purchase order amendment issued by Buyer. Buyer may modify these Terms with respect to future Orders from time to time and at any time by posting revised Terms to its web site at: www.cbre.com/suppliertermsandconditions, and such revised Terms shall apply to all Orders issued thereafter.