

**CBRE GLOBAL WORKPLACE SOLUTIONS**  
**PURCHASE ORDER TERMS AND CONDITIONS (US)**  
**FOR CONSTRUCTION PROJECTS (“PO TERMS AND CONDITIONS”)**

These PO Terms and Conditions apply when referenced by CBRE’s Purchase Order (as defined below).

**A. Definitions.**

1. “Affiliate(s)” means any legal entity that, directly or indirectly, (i) is owned and/or controlled by, (ii) owns and/or controls, or (iii) is under common ownership and/or control with CBRE.
2. “Applicable Laws” means all applicable regional, country and local statutes, laws (including the common law), ordinances, rules, codes, and regulations governing Contractor, the Services and the facilities or Project Site, including those of applicable regulatory bodies, governmental agencies, tribunals, instrumentalities, or any subdivisions thereof or other applicable entities exercising executive, legislative, judicial, taxing, regulatory or administrative powers of or pertaining to government including, without limitation, applicable import and export control laws, environmental laws, anti-corruption laws, laws prohibiting the payment of commercial or private bribes, and any other applicable anti-corruption laws.
3. “Client” means the CBRE customer with whom CBRE has contracted to provide the Services.
4. “Confidential Information” means any information of CBRE or Client that is not generally known to the public and at the time of disclosure is identified, or would reasonably be understood by the Contractor, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Contractor (or its agents) observes or learns in connection with the PO, including but not limited to: (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) materials, product and service specifications; (f) manufacturing, purchasing, logistics, sales and marketing information; (g) Client Data; and (h) the terms and conditions of the PO.
5. “Contractor Personnel” means: (a) the officers, employees, suppliers, subcontractors and agents of Contractor; and (b) the officers, employees, and agents of Contractor’s suppliers or Subcontractors.
6. “Hazardous Materials” means any material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” or similar pollutant or contaminant under any Applicable Laws.
7. “Indemnified Parties” means (i) CBRE and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, Affiliates, successors, and assigns, and (ii) the Client listed in the PO and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, Affiliates, successors, and assigns.
8. “Products” means any goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;
9. “Project Site” means the Client facility or property where the provision of Services identified in the PO will take place.
10. “Purchase Order” means the document issued by CBRE and executed by the Parties for the Services.
11. “Services” means the Products and/or services provided by Contractor and purchased by CBRE under the PO, including all related deliverables and all labor, tools, materials, equipment, and transportation necessary to complete the Services.
12. “Taxes” means any and all sales, use, excise, value-added, goods and services, consumption, withholding and other similar taxes and duties that are imposed by law in connection with: (i) the provision of the Services as a whole; (ii) the provision of any portion of the Services; and (iii) any equipment, materials or other resources provided or used in connection with the Services.

**B. Services.**

1. Provision of Services. All Services shall be performed with the degree of care, skill, diligence, professional knowledge, judgment and expertise consistent with the applicable work practices and the professional industry standards in accordance

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with the requirements and specifications set forth in this PO. At all times, Contractor shall be solely responsible, at its sole cost and expense, for providing the equipment, personnel and all other resources necessary to perform the Services. All Services shall be subject to the Client Required Contract Flow-down Provisions, if any, as set forth in the PO.

2. **Hazardous Materials.** If Contractor becomes aware of or suspects the presence of Hazardous Materials at the facilities, Contractor shall immediately stop work in the affected area and notify CBRE in writing. Contractor shall only use Hazardous Materials that are required in the ordinary course of providing the Services. Contractor shall assume sole responsibility and liability for any Hazardous Materials that it brings on-site to a facility.

3. **Force Majeure.** Except as hereinafter provided, no delay or failure in performance by a Party shall constitute a Default (as hereinafter defined) under the PO if and to the extent the delay or failure is caused by Force Majeure as set forth herein. In the event the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, Contractor shall promptly notify CBRE of such occurrence and continue to take action to minimize the consequences of the event including through workaround plans. Once the Force Majeure event ceases, Contractor shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any unforeseeable event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence and includes acts of God, the combined action of workers, embargoes, fire, flood, terrorism, explosions and other catastrophes, a moratorium on construction, changes in laws, expropriation or condemnation of property, governmental actions, national emergency, war, civil disturbance, unusually severe weather conditions or pandemic disease.

4. **Safety.** Contractor shall be responsible for initiating, maintaining, and supervising all safety measures and programs applicable to the performance of the Services. Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees engaged in the Services and other persons who may be affected thereby; (ii) the Project Site and materials and equipment to be incorporated therein; and (iii) other property at, adjacent to or surrounding the Project Site. Contractor shall give notices and comply with applicable permits, laws, ordinances, rules, regulations, and lawful orders of public authorities which govern or relate to the safety of persons and property and their protection from damage, injury, or loss. Contractor shall designate a representative of the Contractor's organization whose responsibilities shall include the prevention of accidents and shall act as Contractor's safety officer at the Property. Contractor agrees and acknowledges that, with respect to the Services, Contractor shall have full responsibility for (a) the means, methods and processes and (b) compliance with Occupational Safety and Health Administration (OSHA) including but not limited to the recordkeeping regulation.

5. **Subcontractors.** If Contractor delivers or performs any portion of the Services by or through a subcontractor, supplier, or sub-consultant (each, a "Subcontractor"), Contractor shall be fully responsible for the services and performance of all such Subcontractors.

6. **Risk of Loss.** Contractor shall bear the risk of any loss or damage to all equipment, supplies, and materials to be used by Contractor in the performance of the Services, wherever located.

C. **Term.** Subject to CBRE's termination rights, the term of the PO shall expire on the date of completion of Services.

D. **Change Process.**

1. **By CBRE:** CBRE may, without invalidating the PO, direct Contractor, in writing, to make changes in the Services consisting of additions, deletions or other modifications. Contractor, before commencing such change, modification, or revision to the Services, shall submit promptly to CBRE a detailed description of any schedule or cost impact associated with the change for CBRE's review and approval. Any changes in the Contractor's Fees, the schedule, and/or Services shall be mutually agreed to in a written change order signed by both Parties (each a "Change Order").

2. **By Contractor.** Within five (5) business days after Contractor knows that labor, services, equipment and/or materials will be required outside the scope of the Services ("Additional Services") or additional time may be required to complete the Services (including as a result of Force Majeure), Contractor shall submit a request for a Change Order to CBRE in writing (a "Change Request"). Unless a Change Request is submitted within the time specified in this paragraph, Contractor shall not be entitled to any adjustment in the Contractor's Fees or schedule associated with the Services. If Contractor undertakes any change prior to receiving a Change Order from CBRE authorizing the change, Contractor expressly acknowledges and agrees that such change will be at Contractor's sole risk, cost and expense and, notwithstanding the foregoing, any such change performed by Contractor shall be deemed to have been performed subject to Contractor's obligations under the PO.

E. **Contractor's Compensation.**

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1. Contractor's Fees. Contractor's compensation for the Services shall be as described in the PO ("Contractor's Fees") and Contractor shall not be compensated or reimbursed by CBRE or Client for any other expenses incurred by Contractor in its rendering of the Services.

2. Invoicing Instructions. Contractor shall comply with the invoicing instructions provided by CBRE. All invoices shall be submitted to CBRE for review, coding and approval no more frequently than monthly and, to the extent commercially reasonable, within thirty (30) days of completion of the related Services. Any invoices received by CBRE more than sixty (60) days after the date such Services were rendered shall not be due or payable by CBRE. For valuable consideration, the receipt of which is acknowledged by Contractor, Contractor agrees that failure by Contractor to invoice for Services within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Contractor with respect to such Services, whether legal or equitable, and Contractor waives its right to pursue any action, whether legal or equitable, arising out of the PO, against CBRE or Client and their respective officers, shareholders, directors, partners, employees or agents. All invoices shall include an itemization of all applicable Taxes due in connection with such invoice and other substantiating documentation or information as reasonably required by CBRE.

3. Lien Waivers and Releases. As a condition precedent to CBRE's obligation to make a payment of Contractor's Fees, Contractor shall deliver to CBRE waivers and releases of liens and claims by Contractor and its Subcontractors responsible for the provision of the Services applicable to each invoice in accordance with the following requirements:

a. With the first and each invoice for payment thereafter, Contractor shall submit a Conditional Waiver and Release Upon Progress Payment from Contractor for the total amount shown on the invoice.

b. With each invoice for payment after the first, Contractor shall submit an Unconditional Waiver and Release Upon Progress Payment from Contractor and each Subcontractor for the amount previously paid to Contractor and each Subcontractor.

c. With the invoice for final payment, a Conditional Waiver and Release Upon Final Payment for the total amount shown on the invoice for Final Payment.

d. An Unconditional Waiver and Release Upon Final Payment from Contractor and each Subcontractor for the total cumulative amounts received by Contractor and each Subcontractor. These Waivers are required to be submitted within 30 calendar days of the issuance of Final Payment by CBRE.

4. Payment. To the extent allowed by Applicable Laws, any undisputed sum due to Contractor pursuant to the PO will be payable within sixty (60) calendar days after receipt by CBRE of an invoice from Contractor meeting the requirements of this Section; provided that notwithstanding the foregoing, or any language to the contrary contained in the PO, to the extent allowed by Applicable Laws, CBRE shall have no obligation for the payment of any properly invoiced Contractor's Fees owed for Services satisfactorily completed by Contractor until CBRE has received payment from Client for such Contractor's Fees.

5. CBRE Rights. CBRE may offset any amounts paid or incurred to discharge, settle or remove any liens, judgments and/or claims arising from the Services against any payment then or thereafter due to Contractor.

#### F. Termination.

1. Termination for Convenience. CBRE may terminate the PO in whole or in part, without liability, fee or penalty, at any time and without cause upon thirty (30) days' prior written notice to Contractor.

2. Termination for Default. If Contractor is in Default (as defined below), and such Default is not corrected within five (5) business days of receipt of written notice from CBRE (unless such Default cannot be cured with the payment of a sum of money and otherwise cannot reasonably be cured within such five (5) business day period, in which event Contractor shall have an additional ten (10) business days to cure such Default, provided such cure is promptly, continuously and diligently pursued), CBRE may in its discretion thereafter immediately terminate the PO, either in whole or in part, by written notice to Contractor. The following events and conditions shall constitute a "Default" under the PO: (i) a breach, failure to perform or comply with, or defect or delay in performance by the Contractor of any of its obligations, or the terms and conditions hereof, or of the PO; or (ii) any representation or warranty of Contractor herein or in the PO is false or misleading in any material respect.

3. Effect of Termination. Upon any termination, Contractor shall be paid only for the Services properly rendered prior to the effective date of the termination as determined by CBRE. CBRE, however, may withhold any payments due Contractor upon its Default for the purpose of set-off until such time as the exact amount of damages due to CBRE from Contractor is determined and received by CBRE. The termination or expiration of the PO shall not affect any rights, remedies, obligations or liabilities of the

Parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of the PO which existed at or before the date of termination or expiration.

**G. Services Warranty.**

1. **Services Warranty.** Contractor represents, warrants, and covenants to and with CBRE and Client that the materials, if any, used in the provision of the Services shall be of first-class quality, new in all respects and not used, reworked, refurbished or rebuilt, unless otherwise approved by CBRE. Contractor shall, when applicable, deliver title free and clear of all encumbrances, to equipment, materials and improvements provided to CBRE and/or Client under the PO. Contractor further warrants that all materials, equipment and Services supplied to CBRE shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operations and in conformance with the requirements of the PO for a period of twelve (12) months following the completion of the Services to CBRE's satisfaction; provided, that if any longer warranty period is specified for any materials, equipment or workmanship under any plans or specifications in the PO, or any manufacturer's warranty, the longer warranty period shall govern. Contractor shall ensure that all materials and equipment that have a manufacturer's warranty are registered with the manufacturer in Client's name.

2. **Contractor Warranty Obligations.** During the warranty period, Contractor shall, at no cost to CBRE, promptly and satisfactorily replace, correct or repair (as applicable) any Services, material or workmanship found to be defective or otherwise not in conformity with the requirements of the PO and promptly remedy any damage resulting therefrom.

**H. Compliance with Laws and CBRE Supplier Code of Conduct.** Contractor represents, warrants and covenants that Contractor and any Product and Services shall comply with all Applicable Laws and Contractor possesses and shall maintain at its own expense all permits, licenses, approvals, registrations, consents and certificates and pay all fees required by Applicable Laws with respect to any Services and/or performance of the PO. Contractor shall comply with the CBRE Supplier Code of Conduct found at <https://www.cbre.com/about-us/corporate-responsibility/supplier-code-of-conduct>.

**I. Independent Contractor.** Nothing contained in the PO or in the relationship of Contractor and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Contractor and CBRE except for the independent contractor relationship described in the PO.

**J. Taxes.** Unless CBRE provides Contractor with a valid tax exemption certificate, Contractor shall charge to CBRE as separate line items in its invoices any and all Taxes applicable to the Services. Notwithstanding the foregoing, Contractor shall not provide a separate line item for Taxes paid to suppliers of goods, materials, and equipment for which Contractor is deemed to be the end user under Applicable Laws. Any Taxes due in connection with the performance of the Services shall be the responsibility of Contractor to remit to the appropriate tax authority upon receipt of same from CBRE. CBRE shall be allowed to withhold from amounts payable to Contractor hereunder all Taxes and other charges required to be withheld by Applicable Laws. Contractor shall be solely responsible for any penalties or interest resulting from Contractor's failure to file proper tax returns or promptly to remit to the appropriate taxing authorities Taxes or other payments made to Contractor by CBRE under the PO and Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any claims arising from its failure to do so. This Section shall survive the expiration or termination of the PO.

**K. Assignment.** Contractor's interest in the PO shall not be assigned or encumbered without the prior express written consent of CBRE in each instance. CBRE may, without the consent of Contractor, and at CBRE's sole discretion, freely assign its interest in the PO.

**L. Insurance Requirements.** During the Term, Contractor shall maintain the minimum amounts and scope of insurance coverage set forth below. Contractor shall not commence any Services until Contractor has procured all of the required insurance policies with minimum amounts of coverage set forth below:

1. **Commercial General Liability.** Commercial General Liability Insurance shall be provided on an occurrence basis, with coverage for Premises/Operations, Independent Contractors, Products-Completed Operations, Personal and Advertising Injury, Broad Form Property Damage (including Completed Operations), and Contractual Liability covering the insurable liabilities assumed by Contractor under the PO, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit per property or location;

2. **Automobile Liability.** Business Auto coverage equivalent, insurance coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles;

3. **Worker's Compensation.** Workers' Compensation coverage including occupational diseases and disability benefits in accordance with applicable statutory requirements;

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4. **Employer's Liability.** Employer's Liability coverage with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit;

5. **Umbrella Liability.** Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate per property or location in excess of the underlying coverages listed in clauses 1, 2, and 4 above having coverage which are at least as broad as the primary insurance coverage and the terms of the primary liability and excess (umbrella) liability policies are concurrent.

6. Requirements:

- a. **Vendor Screening/Certificate of Insurance.** Contractor acknowledges and agrees that, if required by CBRE, it will enroll, at Contractor's sole expense, in the CBRE vendor screening and certificate of insurance management program.
- b. **Additional Insured Endorsements.** All certificates of insurance provided under the PO shall include copies of endorsements to Contractor's commercial general liability, workers compensation and automobile policies that include Client and CBRE (including all participating Affiliates) as additional insured(s) on appropriate industry forms or equivalent form of Blanket Additional Insured Endorsement, covering the additional insureds for liabilities arising from all operations and completed operations of Contractor.
- c. **Contractor Insurance Primary.** Contractor's insurance shall be deemed primary with respect to coverage extended to the additional insureds, whose insurance shall be excess and non-contributory with that required of Contractor hereunder.
- d. **Waiver of Subrogation.** To the fullest extent permitted by Applicable Laws, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Client, CBRE, their respective Affiliates, and each of their and their Affiliates' respective agents, officers, directors, shareholders, employees, insurers, successors and assigns.

M. **Indemnification.** To the fullest extent permitted by Applicable Laws, Contractor shall defend, indemnify and hold the Indemnified Parties harmless from and against any liabilities, damages (including, without limitation, direct, special and consequential damages), costs, expenses, suits, losses, claims, actions, fines and penalties (including, without limitation, court costs, reasonable legal fees and any other reasonable costs of litigation) (hereinafter collectively, the "**Claims**") that any of the Indemnified Parties may suffer, sustain or incur arising out of or in connection with:

1. Contractor's work or presence on the Project Site or other work site, including but not limited to any negligent acts, errors or omissions, intentional misconduct or fraud of Contractor or Contractor Personnel, whether active or passive, actual or alleged, whether in the provision of the Services, failure to provide any or all of the Services or otherwise;
  2. assertions under workers' compensation or similar employee benefit acts by Contractor or its employees or agents, and/or any failure by Contractor to pay any employment benefits and any taxes required of it of any nature whatsoever;
  3. failure to comply with any Applicable Law by Contractor or Contractor Personnel; and
  4. claims by any Contractor employee, including, without limitation, for bodily injury or wrongful discharge;
- and/or

The foregoing indemnification shall apply irrespective of whether Claims are asserted by a Party, or by its employees, agents or unrelated third parties. Nothing contained herein shall relieve Contractor of any responsibility for Claims regardless of whether Contractor is required to provide insurance covering such Claims or whether the matter giving rise to the Claims is the responsibility of Contractor's agents or employees. The provisions of this Section shall survive the expiration of the Term or the termination of the PO.

N. **Confidentiality Obligations**

1. All Confidential Information owned by CBRE or Client is and shall remain the property of such party at all times. By disclosing Confidential Information to Contractor, CBRE or Client, as applicable, does not grant any express or implied licenses to Contractor in any proprietary rights of CBRE or Client. Contractor agrees to utilize the Confidential Information received by it solely for the purpose of providing the Services. Contractor shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client as Contractor uses with its own confidential information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. Contractor shall not disclose to any person (other than as necessary to Consultant Personnel directly involved in Contractor's provision of the Services)

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Confidential Information at any time without the express written agreement of CBRE. Contractor shall advise all recipients of Confidential Information as to the provisions of this Section and obtain their written agreement to be bound by its conditions. Contractor shall immediately report to CBRE any unauthorized disclosure of Confidential Information. If CBRE determines, in good faith, that a breach or threatened breach of these confidentiality terms by Contractor would result in irreparable harm to CBRE, Client or the agreement between CBRE and Client, CBRE may proceed directly to court to obtain a temporary restraining order or other form of injunctive relief without bond (if permitted by law).

2. Contractor will not advertise, publish or disclose to third parties in any manner the fact that Contractor has contracted to furnish CBRE the Products covered by the PO or the terms of the PO, or use any name, logo, trademarks or trade names of CBRE or its Client in any press release, advertising or promotional materials, without first obtaining CBRE's written consent.

**O. Governing Law and Jury Trial Waiver.**

1. **Governing Law and Jurisdiction.** The PO and performance thereunder shall be governed by and construed in accordance with the Applicable Laws of the jurisdiction in which the Services are delivered, without giving effect to the principles thereof relating to conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the PO.

2. **Jury Trial Waiver.** CBRE AND CONTRACTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THE PO.

P. **Notices.** Any and all notices, consents, demands, approvals, directives or other communications required or permitted under the PO shall be in writing and be delivered personally, properly mailed via first class certified or registered mail, or sent by nationally recognized, private industry express courier service, to the addresses of the Parties at the address contained in the PO with a copy to the CBRE address set forth below. Any notice shall be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier specifying next day delivery, with written confirmation of receipt. Either Party hereto may change its address set forth above for the receipt of notice by giving written notice to the other Party in the manner set forth herein.

CBRE, Inc.  
2121 North Pearl Street, Suite 300  
Dallas, Texas, 75201  
Attn: General Counsel - Global Workplace Solutions

Q. **Waiver of Indirect Damages.** IN NO EVENT SHALL AN INDEMNIFIED PARTY BE LIABLE TO CONTRACTOR FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSS OR DAMAGE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, UNDER OR WITH RESPECT TO THE PO OR FROM ANY FAILURE OF PERFORMANCE RELATED HERETO, REGARDLESS OF THE CAUSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

R. **Third Party Beneficiaries.** Client shall be deemed to be a third-party beneficiary entitled to the benefits and protections afforded to CBRE under the PO with rights of direct enforcement against Contractor. No party other than the Parties to the PO and the Client shall have any rights in the PO. Contractor represents that it is not aware of any party claiming such rights and in the event it becomes aware of any such party claiming such rights, the Contractor agrees to immediately notify CBRE and to indemnify the Indemnified Parties, as applicable.

S. **Audit.** Contractor shall maintain accurate and complete records in accordance with generally accepted accounting principles that enable Contractor to demonstrate full compliance with the PO. Upon prior written notice to Contractor, CBRE and/or Client may audit and verify any applicable records that demonstrate Contractor's compliance with its obligations under the PO. Contractor will provide CBRE and the Client with non-confidential information relating to the Services. If the audit discloses that CBRE has paid Contractor for any charges not properly incurred, Contractor shall promptly refund to CBRE, the amount of overpayment.

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T. **Miscellaneous.**

1. **Entire PO/Amendment.** The PO, when fully executed shall supersede any and all prior and existing agreements between the Parties, either oral or in writing, and contains all the covenants and agreements between the Parties with respect to the subject matter of the PO. Any PO issued to Contractor by CBRE shall be subject to the Terms and Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Contractor purports to add in a proposal or exhibit to the PO). Any change or modification to the terms and conditions of the PO shall have no effect unless expressly agreed to in writing and signed by an authorized signatory of each Party.

2. **Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach.

3. **Counterparts.** The PO may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument.

4. **Survival.** All obligations and duties under any provisions, which by their nature extend beyond the expiration or termination of the PO, including but not limited to warranties, indemnifications, intellectual property (including protection of proprietary information) shall survive the expiration or other termination of the PO of which these provisions are made a part.

5. **Legal Fees.** The Parties agree that the prevailing Party shall be entitled to all costs and expenses including, without limitation, court costs and reasonable legal fees, in any action commenced relating to a dispute arising under the PO.

6. **Severability.** If any part, term, or provision of these terms and conditions is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if the PO did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

7. **Currency.** All monetary amounts stated in the PO are in United States Dollars and all payments hereunder shall be made in such currency.