

CBRE GLOBAL WORKPLACE SOLUTIONS
GLOBAL TERMS AND CONDITIONS (APAC)
OF PURCHASE (“GLOBAL TERMS AND CONDITIONS”)

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

1. Definitions. In these CBRE Global Terms and Conditions the following words shall have the following meanings:
 - a. “Applicable Laws” means all applicable laws (including the common law), statutes, ordinances, rules, codes, and regulations governing Supplier, the Goods or Services and the Client, 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, import and export control laws, anti-corruption laws, employment laws and any other applicable laws;
 - b. “CBRE” means CBRE, Inc. – Global Workplace Solutions or any applicable CBRE affiliate identified in the PO;
 - c. “Client” means the CBRE client that owns, leases or occupies the property or facility where the Goods will be used or the Services will be performed;
 - d. “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 Supplier, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Supplier (or its subcontractors or agents) observes or learns in connection with the PO. Confidential Information includes, but is 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; and (g) the PO and these Global Terms and Conditions;
 - e. “Country Specific Provisions” means any supplemental terms and conditions that are included with these Global Terms and Conditions to comply with the applicable laws, regulations, legislation or other matters of compliance specific to the country in which the Purchase Order is issued or performance will take place;
 - f. “Defaulting Party” has the meaning in clause 17.a.
 - g. “Goods” means goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;

- h. “Indemnified Parties” means CBRE, Client and their respective employees, agents, officers and contractors (excluding Supplier).
- i. “Insolvency Event” means, in relation to a Defaulting Party, the occurrence of any of the following:
 - i. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts;
 - ii. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
 - iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
 - iv. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over it (being a company);
 - v. the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - vi. a person becomes entitled to appoint a receiver, or a receiver is appointed, over all or any of its assets;
 - vii. a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - viii. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) (inclusive) above.
- j. “Party” or “Parties” means, as applicable, either CBRE or Supplier or CBRE and Supplier collectively;
- k. “Price” means the price for providing the Goods or Services as stated in the Purchase Order;

- l. "Purchase Order" or "PO" means the written order for Goods or Services from CBRE which incorporates by reference these Global Terms and Conditions;
 - m. "Services" means the service deliverables specified in the Purchase Order;
 - n. "Supplier" means the person(s) or legal entity providing the Goods or Services to CBRE under the Purchase Order;
 - o. "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 Applicable Law in connection with provision of Goods or Services under the Purchase Order; and
 - p. "Terms" means collectively these Global Terms and Conditions and any applicable Country Specific Provisions.
2. Offer; Acceptance; Exclusive Terms; Country Specific Provisions. **SIGNATURES ARE NOT REQUIRED. FORMAL ACCEPTANCE OF ANY PO AND/OR ITS SIGNATURE BY SUPPLIER IS HEREBY WAIVED BY THE PARTIES HERETO. ANY PERFORMANCE BY SUPPLIER PURSUANT TO THE PO SHALL BE DEEMED TO BE EVIDENCE OF SUPPLIER'S ACCEPTANCE OF ALL OF THE PROVISIONS HEREOF.** Any PO issued to Supplier by CBRE shall be subject to these Global Terms and Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Supplier purports to apply in any document whatsoever and whenever), except that any written agreement signed by the Parties (e.g. Master Service Agreement, Service Agreement, Supplier Agreement, and any Exhibits, Addenda or Schedules incorporated as part of the Agreement) will apply and govern the PO transaction. Any change, modification or alteration of these Global Terms and Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by both Parties. To the extent that such terms have been provided to the Supplier prior to the coming into effect of a PO, the Global Terms and Conditions of each PO include (and where indicated, are superseded by) the Country Specific Provisions for the country from which the PO is issued and/or the country in which Supplier is located, as indicated in the PO.
3. Delivery. Time is of the essence with respect to the performance of any PO issued by CBRE to Supplier. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the location specified on the face of the applicable PO. If no delivery schedule is specified, the PO shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the PO, Supplier shall use the least expensive carrier reasonably available. Supplier shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes

and packages must contain packing sheets listing the contents. CBRE's PO number, must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

4. Notice of Delay. Supplier must, within 5 days after becoming aware of anything which is likely to delay its delivery of the Goods or performance of the Services, give written notice to CBRE detailing the:

- a. cause of the delay;
- b. estimated duration of the delay; and
- c. actions it has taken or will take to mitigate the delay,

and thereafter every 7 days during the period of the delay, provide written reports to CBRE updating it on the matters referred to in this clause 4.

5. Extension of time. Where Supplier:

- a. has complied with clause 4;
- b. is delayed in delivering Goods or performing Services by the relevant date stated in the delivery schedule or a schedule for the Services (as applicable) by:
 - i. a breach of these Global Terms and Conditions or a PO by, or negligent act or omission of, CBRE or any of its officers, agents, employees or contractors (excluding Supplier and anyone for whom it is liable); or
 - ii. a change directed by CBRE in accordance with clause 10, other than a change directed for the convenience of Supplier or to overcome its breach;
- c. did not cause or contribute to the delay or its cause; and
- d. used reasonable endeavours to overcome or mitigate the effects of the delay,

all relevant dates will be extended by a reasonable period determined by CBRE.

6. Risk of Loss & Destruction of Goods. Supplier assumes all risk of loss in Goods until they are accepted by CBRE. Title to the Goods shall pass to CBRE on payment to Supplier for them in accordance with these Global Terms and Conditions and the relevant PO. If the Goods ordered are damaged or destroyed prior to title passing to CBRE, CBRE may require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, CBRE shall have the right to require delivery of the Goods not destroyed.

7. Term of PO. Subject to either Party's termination rights, the term of the PO shall expire on the latest of: the date of completion of the Services; delivery and acceptance of the Goods; one year from the date the PO is transmitted to Supplier; or, if an expiration date is stated

in the PO, until that date.

8. Invoicing and Pricing. All invoices from Supplier must reference the PO number and in all respects comply with all of the terms of the PO. The total invoice price shall also include, as a separate line item, all Taxes. CBRE is not responsible for any business activity taxes, payroll taxes or taxes on Supplier's income or assets.
9. Payment. Unless agreed otherwise by the Parties in writing, CBRE will pay proper invoices within 60 days after invoice receipt or under any payment terms stated in the applicable Country Specific Provisions, if any. CBRE may withhold payment pending receipt of evidence, in the form and detail reasonably required by CBRE, of the absence of any liens, encumbrances, or claims on Goods or Services provided under the PO.
10. Changes. CBRE reserves the right to direct reasonable changes, or to cause Supplier to make reasonable changes, to the Goods or Services included under the PO. CBRE also reserves the right to otherwise make reasonable changes to the scope of the work covered by the PO, including work with respect to such matters as inspection, testing or quality control. All changes must be documented in writing and Supplier will promptly implement any reasonable change requested by CBRE. Supplier must request any equitable adjustment in price or time for performance resulting from the change, in writing within 10 days after receiving notice of the change from CBRE. Upon CBRE's request, Supplier shall provide reasonable additional documentation relating to any change in specifications, price or time for performance.
11. Warranties.
 - a. Goods. Supplier warrants that all Goods provided will be new (and not used or refurbished), of merchantable quality, fit for the purpose(s) stated in or reasonably inferable from the relevant PO and will comply with all Applicable Laws. Further, Supplier warrants that all Goods delivered shall be free from errors, faults or defects in materials, workmanship and functional design and shall conform to all performance specifications included or referenced in the relevant PO for a period of 12 months from the date of acceptance by CBRE or for the period provided in Supplier's standard warranty covering the Goods, whichever is longer. In addition, Supplier shall furnish to CBRE, Supplier's standard warranty and service guaranty applicable to the Goods. All warranties and guaranties shall be for the benefit of both CBRE and Client as a third party beneficiary. If CBRE identifies a covered warranty condition applicable to the Goods during the warranty period, CBRE will promptly notify Supplier of such condition and if possible, will return the Goods to Supplier, at Supplier's expense. Within 5 business days of receipt of notification of the covered warranty condition or such longer period notified by CBRE, Supplier shall repair or replace such Goods. If Supplier fails to promptly repair or replace such Goods, Supplier must credit CBRE's account for the same. Replaced and repaired Goods shall be warranted for the remainder

of the warranty period or six (6) months, whichever is longer.

- b. Services. Supplier represents and warrants that all Services shall be completed in a professional, workmanlike manner utilizing the degree of skill and care that is customary for professional providers of like services within the same industry as Supplier. Further, Supplier represents and warrants that the Services shall be completed in accordance with the applicable drawings, plans, designs specifications and any other applicable requirements, including Applicable Laws and shall be correct and appropriate for the purposes contemplated in the PO. Supplier further represents and warrants that the performance of Services under the PO will not conflict with, or be prohibited in any way by, any other agreement or Applicable Laws to or by which Supplier is bound. In the event the Services do not conform to the foregoing standard of care (and in addition to all other of CBRE's rights, including a right to bring suit for damages), Supplier shall re-perform the Services which fail to conform to the foregoing standard of care, provided CBRE gives Supplier written notice of such non-conformance.
12. Compliance with Laws; CBRE Supplier Code of Conduct. Supplier, and any Goods or Services supplied by Supplier, will comply with all Applicable Laws. Except to the extent that their personal injury or death is caused by CBRE's negligence or breach, Supplier shall be solely responsible for the health and safety of its employees, agents and subcontractors while on the premises of CBRE or Clients. All materials used by Supplier in the Goods or Services will satisfy current and applicable governmental and safety requirements governing restricted, toxic and hazardous materials. CBRE has established a Supplier Code Conduct as described and accessible on the CBRE website at <http://www.cbre.com/suppliers> and Supplier, and Supplier's employees and contractors, shall abide by this policy.
13. Audit. Supplier shall retain and maintain accurate records and documents relating to performance of Services or provision of Goods until the longer of: (a) three (3) years after completion of the Services or delivery of Goods under the PO; (b) three (3) years after the termination or expiration of a signed agreement which governs performance under the PO (such as a Master Service Agreement); (c) the final resolution of all audits; (d) the conclusion of any litigation with respect to a signed agreement governing the PO, if any (such as a Master Service Agreement); or (e) a longer period if required by Applicable Law. CBRE or Client and/or an auditor designated by CBRE or Client will have the right, at all reasonable times, and with not less than seven (7) business days prior notice to Supplier, to conduct financial, operational and technical audits of Supplier and its subcontractors to verify compliance with the terms and conditions of this PO, the accuracy of the charges invoiced by Supplier (and its subcontractors) and Supplier's performance of the Services or provision of Goods. Supplier shall provide access to Supplier's books and records relating to the Goods or Services and such cooperation and assistance as may be

reasonably requested by CBRE, Client or any auditor in connection with any audit required herein. Supplier shall promptly remedy any deficiencies revealed by any such audit without charge to CBRE or Client. Any amounts reasonably determined to have been charged by Supplier incorrectly or for non-conforming Goods or Services shall be refunded by Supplier to CBRE immediately without additional cost to CBRE or Client. This Section shall survive the expiration or termination of this PO or any such other written agreement (such as a Master Service Agreement).

14. Indemnification. To the fullest extent permitted by law, Supplier will defend, indemnify and hold harmless the Indemnified Parties from and against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any:
- a. wilful, unlawful or negligent act or omission of Supplier or any of its employees, agents, officers or subcontractors;
 - b. personal injury, including death, or property loss or damage caused or contributed to by Supplier or any of its employees, agents, officers or subcontractors;
 - c. breach by Supplier or anyone for whom it is liable of a duty of confidence owed under these Global Terms and Conditions, a PO or at law;
 - d. breach by Supplier or anyone for whom it is liable of the intellectual property rights of a third party or any claim by a third party against CBRE or the Client in respect of any intellectual property rights assigned or licensed to CBRE by the Supplier under these Global Terms and Conditions or a PO; or
 - e. act or abandonment of some or all of these Global Terms and Conditions or a PO by Supplier.

The foregoing indemnity obligations shall apply except to the extent arising from CBRE's negligence or breach.

Where an indemnity in these Global Terms and Conditions is expressed to be given by the Supplier in favour of a person other than CBRE:

- f. these Global Terms and Conditions operate as a deed poll given by the Supplier for the benefit of that person; and
- g. such person may rely on, and enforce, each indemnity as a deed poll made in its favour by the Supplier.

If, for any reason, an Indemnified Party is unable to rely on or enforce an indemnity in the manner contemplated in this clause 14, the Supplier must execute such documents and do all other things necessary to give the full benefit of the indemnities to the Indemnified

Parties.

15. Remedies. The rights and remedies reserved to CBRE in these Global Terms and Conditions and the POs will be cumulative with and in addition to all other or legal or equitable remedies.
16. Insurance. The following minimum insurance coverage and limits are required. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The insurance coverage and amounts specified below shall not act as a limitation of any liability which Supplier may have by virtue of a PO. All insurance policies must be issued on an occurrence basis.

Type of Insurance	Minimum Limits
Commercial General Liability *, for bodily injury and property damage including contractual liability covering the indemnity obligations of Supplier.	US\$5,000,000 Per Occurrence and Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury
Automobile Liability* covering all autos used in connection with the work performed.	US\$2,000,000 combined single limit covering property damage and bodily injury
Workers' Compensation	Statutory
Employer's Liability*	US\$1,000,000 each accident, each employee, each disease – policy limit

** Individual limit requirements for Commercial General Liability, Automobile Liability, and Employer's Liability limits may be met with any combination of Primary policy limits and Umbrella/Excess Liability policy limits as determined to be appropriate by Supplier.*

17. Termination.
- a. Termination for Default or Insolvency. A party may terminate these Global Terms and Conditions and/or a PO with immediate effect by giving the defaulting party (**Defaulting Party**) written notice if the Defaulting Party:
- breaches these Global Terms and Conditions or a PO and fails to remedy such breach within 7 days after receiving written notice from the other party to do so;
 - breaches a material term of these Global Terms and Conditions or a PO that is incapable of remedy; or
 - to the fullest extent permitted by Applicable Law, suffers an Insolvency Event.

- b. Termination for Convenience. In addition to any other rights of CBRE to cancel or terminate a PO, CBRE may at its option terminate a PO at any time and for any reason by giving no less than 10 days' prior written notice to Supplier to this effect. If CBRE terminates a PO in accordance with this clause 17.b, Supplier will, subject to clause 18, be entitled to payment of the following amounts by CBRE as its exclusive remedy in respect of such termination:
- i. for Goods delivered and/or Services performed in accordance with the PO prior to the date of termination, the amount that would have been payable to Supplier under the relevant PO if it had not been terminated and Supplier submitted an invoice to CBRE in accordance with these Global Terms and Conditions; and
 - ii. the cost of goods and materials ordered by Supplier in reasonable anticipation of performing all of the relevant PO and for which Supplier is legally bound to pay, provided that:
 - A. the value of such goods and materials is not included in the amount payable under clause 17.b.i; and
 - B. unencumbered title in all such things vests in CBRE upon such payment.
18. Set-Off; Recoupment. In addition to any right of set-off or recoupment provided by law, CBRE may set off or deduct from any amount otherwise payable by it to Supplier under these Global Terms and Conditions or a PO any debt or other money due from Supplier to CBRE under or arising out of these Global Terms and Conditions or a PO. CBRE will provide Supplier with a statement describing any set-off or recoupment taken by CBRE.
19. Confidentiality. Supplier acknowledges that Confidential Information may be received from CBRE or Client or developed for CBRE or Client under the PO regardless of whether such information is marked or identified as confidential. Supplier shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client as Supplier uses with its own proprietary and confidential information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. Supplier agrees not to disclose or to permit disclosure to others, or use for any purpose other than the performance of the PO, any Confidential Information of CBRE or Client. Following the expiration or termination of the PO, upon CBRE's request, Supplier will promptly deliver to CBRE any and all documents and other media, including all copies thereof and in whatever form, which contain or relate to the Confidential Information. Supplier's confidentiality obligations under the PO will continue for a period of 5 years from the last date of disclosure of Confidential Information to Supplier, unless a longer period is specified in writing by CBRE in the relevant PO. Confidential Information does not include information that:
- (a) is already publicly known at the time of its disclosure by CBRE;

- (b) after disclosure by CBRE becomes publicly known through no fault of Supplier;
- (c) Supplier can establish by written documentation was properly in its possession prior to disclosure by CBRE or was independently developed by Supplier without use of or reference to the Confidential Information; or
- (d) is disclosed under legal process or other legal requirement provided Supplier agrees to cooperate in seeking reasonable protective arrangements requested by CBRE,

and Supplier must promptly notify CBRE if it receives any subpoena or other legal process seeking disclosure of Confidential Information. Notwithstanding anything to the contrary contained herein, any confidentiality or non-disclosure agreement between the Parties that predates the PO will remain in effect except as expressly modified by the PO, and to the extent of a conflict between the terms of such agreement and the PO, the more stringent terms will apply. If CBRE determines, in good faith, that a breach or threatened breach of these confidentiality terms by Supplier 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).

- 20. No Publicity. Supplier will not advertise, publish or disclose to third parties (other than to Supplier's professional advisors on a need-to-know basis) in any manner the fact that Supplier has contracted to furnish CBRE the Goods or Services covered by the PO or the terms of the PO, or use any trademarks or trade names of CBRE in any press release, advertising or promotional materials, without first obtaining CBRE's written consent.
- 21. Independent Contractor. Nothing contained in a PO or these Global Terms and Conditions or in the relationship of Supplier and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Supplier and CBRE except for the independent contractor relationship described in these Global Terms and Conditions. The PO does not grant either Party any authority to assume or create any obligation on behalf of or in the name of the other. Supplier's authority is limited solely to performing the Services or providing the Goods set forth in the relevant PO in accordance with these Global Terms and Conditions. Nothing in a PO or these Global Terms and Conditions or in any Supplier subcontract shall create any contractual relationship or liabilities between any employee, agent or subcontractor (or any employee or agent of subcontractor) of Supplier and CBRE or Client. Further, Supplier does not have any authority to execute any contracts or agreements for or on behalf of CBRE and is not granted any right or authority to assume or create any obligation or liability or to make any representation, covenant, agreement or warranty, express or implied, on CBRE's behalf or to bind CBRE in any manner.
- 22. Conflict of Interest. Supplier represents and warrants that its performance of each PO will not in any way conflict with any continuing interests or obligations of Supplier or its employees or subcontractors. Supplier further warrants that while a PO is in effect, Supplier and those of its employees and subcontractors participating in the performance of the PO

will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Supplier's relationship with CBRE or its performance of the PO.

23. Assignment. Neither Party may assign or delegate some or all of its rights under any PO without the other Party's prior written consent, which must not be unreasonably withheld.
24. Governing Law; Jurisdiction; Venue. Each PO is to be construed according to the laws of the jurisdiction stated in the applicable Country Specific Provisions. If no such jurisdiction is specified, the relevant PO will be governed by the laws of the country in which the Services are performed or the Goods are delivered. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-law provisions that would require application of another choice of law, are excluded. If any dispute arises between the Parties in connection with a PO, the Parties shall promptly attempt in good faith to settle the same by negotiation. If the Parties are unable to negotiate a satisfactory resolution, the Parties agree that the applicable courts located in the country in which the Services are performed or the Goods are delivered shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties arising out of or related to the relevant PO. The Parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each Party hereby waives any objection or defense that it may have based upon lack of personal jurisdiction or improper venue.
25. Indirect Loss. With the exception of Supplier's liability under the heads of liability included in clause 14, neither party has any liability for any of the following types of loss or damage under or arising out of these Global Terms and Conditions or a PO:
 - a. loss of revenue, use, production, goodwill, profit, business, contract or anticipated savings;
 - b. financing costs or increased operating costs; or
 - c. other purely financial or economic or special or indirect loss or damage.
26. Headings. The section headings appearing in these Global Terms and Conditions have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit or extend the scope or intent of the respective provisions.
27. Counterparts. Each PO and all documents relating hereto, whether previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, miniature photographic, digital storage or other similar process. The Parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a Party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction likewise shall be

admissible in evidence.

28. Prevailing Language. In case of conflict between the English version and a locally translated version of these Global Terms and Conditions and any PO, the Parties acknowledge that the English version shall prevail.
29. Waiver. No term or provision of these Global Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent is 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.
30. Severability. If any part, term, or provision of these Global 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 these Global Terms and Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.
31. Survival. All obligations and duties under any provisions, which by their nature extend beyond the expiration or termination of any 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.
32. Entire Agreement; Modifications. Except as may be described elsewhere in these Global Terms and Conditions, the PO, together with the attachments, exhibits, supplements or other terms of CBRE specifically referenced therein, constitutes the entire agreement between Supplier and CBRE with respect to the matters contained in the PO. The PO may only be modified by a written amendment executed by authorized representatives of each Party.
33. Currency. Payment will be made in the currency expressly stated in the relevant PO or, if no such currency is noted, payment will be made in the currency of the country in which the relevant Services are provided or the relevant Goods are delivered.
34. Order of Precedence. In the event of any conflict or ambiguity between:
 - a. a PO, including these Global Terms and Conditions;
 - b. a Master Service Agreement, Service Agreement or Supplier Agreement; and
 - c. any Exhibits, Addenda or Schedules incorporated as part of the relevant PO,the following order of precedence shall be applied to resolve such conflict or ambiguity:
 - d. the Master Service Agreement, Service Agreement, or Supplier Agreement and any

Exhibits, Addenda or Schedules incorporated as part of such agreement;

- e. these Global Terms and Conditions;
- f. the PO, excluding these Global Terms and Conditions; and
- g. any Exhibits, Addenda or Schedules incorporated as part of the PO (except when specifically constructed to take precedence over these Global Term and Conditions).