

Definitions:

In these Conditions the following expressions have the following meaning:

Affiliate:	Any entity that directly or indirectly controls, is controlled by, or is under common control with another entity and for these purposes "control" means having beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "controls" and "controlled" shall be construed accordingly.
Applicable Law:	Shall be the law of the CBRE GWS legal entity or any CBRE Affiliate which has issued the
CBRE:	CBRE GWS legal entity or any CBRE Affiliate which has issued the Purchase Order.
CBRE Contract Manager:	The person notified from time to time by CBRE to the Supplier as the CBRE representative managing this Contract.
CBRE Group Company:	Any Affiliate of CBRE, from time to time.
CBRE Job Report Sheet:	A document available upon request which is to be completed following each visit should the Supplier not have a Service Report Sheet.
Client:	The company that has engaged CBRE for the execution of the Services.
Commencement Date:	The date stated as such in the Purchase Order.
Conditions:	These standard terms and conditions.
Confidential Information:	Any information which is not in the public domain or already prior to the commencement of the Client agreement in the possession of the Supplier, and which relates to CBRE's or the Client's (or their respective associated companies') businesses, customers, financial, technical or other affairs of the business including, without limitation: <ul style="list-style-type: none"> (i) information relating to the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials; (ii) information relating to future projects, business development or planning, commercial relationships and negotiations; and (iii) any unpatented, secret, substantial and identified know-how, expertise, technical or other information including, without limitation, all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, techniques and specifications.
Contract:	The agreement between CBRE and the Supplier, comprising these Conditions and the Purchase Order.
Contract Period:	The period stated as in the Contract, Framework Agreement (PSA) or in the Purchase Order during which the Supplier will provide the Services.
Country:	Shall be the country where CBRE GWS legal entity or any CBRE Affiliate which has issued the Purchase Order is registered, unless agreed otherwise in writing between the Parties.
Event of Force Majeure:	Any act, event, circumstance or occurrence which is beyond the control of the Party seeking to rely on the same to excuse performance and including (to the extent beyond the control of such Party) war, riot, strike, lockout or other industrial action, fire, explosion, accident, flood, earthquake, sabotage or pandemics, or inability to use the full capacity of facilities as a result of governmental entity action, power or materials necessary to perform its obligations under the Contract.
Intellectual Property Rights:	Any and all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, software, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Purchase Order:	The purchase order issued by CBRE setting out the particulars of the Services required to be performed by the Supplier and all other terms specific to the Services, and includes all documents referred to in it.
Regulations:	EC Directive no. 2001/23 dated 12 March 2001, (the Acquired Rights Directive), and domestic legislation implementing such directive into the Applicable Law as well as related legislation and regulation of the Country.

Replacement Contractor:	Any person appointed by CBRE or the Client to provide services which are the same as or substantially similar to the Services or any relevant part of them following termination or the termination, amendment or reduction in scope of the Services or any part of them.
Services:	The services to be performed by the Supplier in accordance with the particulars set out in the Purchase Order.
Service Report Sheet:	A document which details the services carried out on each day a Supplier engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and CBRE representative signature.
Site:	The actual place or places where the Services are to be performed by the Supplier.
Supplier:	The company to which the Purchase Order is addressed.
Working Day:	A day other than a Saturday or Sunday or public holiday in the country where the Services are performed.

1. General

- 1.1. The headings to these Conditions of this Contract are for convenience only and will not affect its construction or interpretation.
- 1.2. In these Conditions:
 - 1.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;
 - 1.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.2.3. a reference to a Clause is a reference to a Clause or sub-Clause of these Conditions;
 - 1.2.4. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and
 - 1.2.5. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.
- 1.3. In the event of any conflict whatsoever between these Conditions and any part(s) of the Purchase Order and associated documentation, the terms of these Conditions shall prevail. The Supplier's general and conditions shall not apply. In the event of a formal contract between the Parties is signed, e.g. an PSA or any other formal / assignment specific contracts, its terms and conditions shall prevail.
- 1.4. Following the issuing of a Purchase Order by CBRE, a binding contract shall exist to supply the Services, on the earlier of the Supplier indicating its acceptance of the Purchase Order by a written order confirmation or commencing performance of the Purchase Order. For the avoidance of doubt unless otherwise agreed in writing, CBRE contracts only on these Conditions and any Supplier who makes offers to CBRE or accepts offers made or Purchase Orders placed by CBRE (whether expressly or by performance) shall be deemed to accept these Conditions.

2. Appointment

- 2.1. Subject to and in accordance with the terms of this Contract, CBRE appoints the Supplier and the Supplier accepts the appointment as an independent contractor and agrees to provide the Services at the Site for the Agreement Period. CBRE reserves the right to appoint other service providers in respect of the Services and similar services.

3. Price & Payment

- 3.1. The total price to be paid for the Services shall be the sum stated in the Purchase Order. Unless otherwise stated in the Purchase Order, the price will be:
 - 3.1.1. a lump sum price for the entire Services;
 - 3.1.2. fully fixed for the duration of this Contract;
 - 3.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning and any duties, imposts or levies other than value added tax;
 - 3.1.4. subject only to adjustment in respect of changes to the Services in accordance with Clause 8; and
 - 3.1.5. exclusive of any VAT or other applicable tax (which shall be payable by CBRE subject to receipt of a VAT or relevant tax invoice).
- 3.2. The Supplier is deemed to have considered the details relevant for the Services as provided by CBRE, inspected the Site and have educated itself regarding any circumstances, conditions or restrictions which may affect the Services. It is within the Supplier's responsibility to inform CBRE about any prevailing conditions which might hinder the Services performance, otherwise the Supplier will not be entitled to refuse to perform the Services or claim for any additional costs or expenses whatsoever.
- 3.3. Subject to Clause 3.4 the Supplier shall be entitled to invoice CBRE on or after the completion of the whole of the Services.
- 3.4. Notwithstanding Clause 3.3, where the Purchase Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by the Supplier with Clauses 3.5 and 3.6 below, the Supplier shall be entitled to invoice either:
 - 3.4.1. the amount specified in the Purchase Order for the relevant instalment; or
 - 3.4.2. if no such amount is specified, a pro-rata proportion of the Purchase Order price, following the completion of each instalment.

- 3.5. Where Clause 3.4 applies, following the completion of each instalment the Supplier must issue Service Report Sheet(s) which are to be signed by and left with a CBRE representative on Site. In the event that the Supplier does not have an approved Service Report Sheet, it shall ensure its representative completes a CBRE Job Report Sheet which is available upon request. In the event that no CBRE representative is available on Site, the completed sheet is to be forwarded to the relevant CBRE office marked for the attention of the CBRE Contract Manager, within seven (7) days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant CBRE office marked for the attention of the relevant CBRE Contract Manager.
- 3.6. All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with Clause 3.5 and any other documentation necessary to satisfy CBRE that the services invoiced have been carried out in accordance with this Contract shall be delivered to CBRE within seven (7) days of request by CBRE.
- 3.7. Each invoice issued under this Contract must be supplied in the format required by CBRE and will in any event contain the following information:
 - 3.7.1. the number of the Purchase Order;
 - 3.7.2. the address of the Site to which the Services relate; and
 - 3.7.3. the period to which the invoice relates in the case of the Services being carried out in instalments.
- 3.8. Invoices must be presented to CBRE upon completion of the Services or each instalment of the Services being carried out. Any invoice received after 90 days of the Services or any instalment of the Services being carried out will not be accepted by CBRE.
- 3.9. CBRE shall pay correctly submitted invoices within 60 days end of the month after the date of such invoice.
- 3.10. CBRE shall be entitled to set off any disputed amounts, partially or fully, for the Services delivery against sums payable by CBRE to the Supplier whether under this Contract or any other contract, Purchase Order or arrangement between the Parties, or otherwise payable as an outstanding debt to CBRE.
- 3.11. If CBRE fails to make any payment when due, the Supplier shall be entitled to be paid compensation and charge simple interest on the overdue amount as defined by the Applicable Law in the Country which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Supplier.

4. The Supplier's General Obligations

- 4.1. The Supplier shall provide the Services during the Agreement Period: -
 - 4.1.1. with reasonable skill, care and diligence;
 - 4.1.2. in accordance with the Purchase Order and other terms of this Contract;
 - 4.1.3. in accordance with all instructions issued by CBRE; and
 - 4.1.4. in a timely and professional manner.
- 4.2. The Supplier shall use reasonable skill, care and diligence to ensure compliance with: -
 - 4.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by CBRE or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by the relevant authorities;
 - 4.2.2. any manufacturer's guarantees or recommendations; and
 - 4.2.3. any rules and regulations issued by the Client to CBRE, as further specified in the Contract, governing the performance of the Services at the Site.
- 4.3. The Supplier shall proceed regularly and diligently with the Services in accordance with this Contract so that the Services are completed by the end of the Agreement Period and in accordance with any programme for service visits. The Supplier will maintain full co-operation with CBRE and other Suppliers during the execution of the Services.
- 4.4. The Supplier shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in Clause 4.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.
- 4.5. Without affecting the generality of Clause 4.2.1, the Supplier shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Services at all times.
- 4.6. The Supplier shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep CBRE advised in good time of any significant disruption that may arise.
- 4.7. The Supplier shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and shall ensure that its employees, agents and contractors do not enter other parts of the Site.

5. Commencement

- 5.1. The Services shall commence on the Commencement Date and shall continue for the Agreement Period, subject to Clauses 5.3 and 18.
- 5.2. Unless the Agreement Period is extended in accordance with Clause 5.3, the Suppliers engagement shall automatically terminate at the end of the Agreement Period.

- 5.3. CBRE may extend the Agreement Period by giving the Supplier written notice of its intention to do so at least 30 days prior to the end of the Agreement Period, unless agreed otherwise in writing.

6. Non-performance of the Services

- 6.1. As soon as it becomes apparent to the Supplier that the commencement, progress or completion of the Services is, or is likely to be delayed, the Supplier shall give written notice to CBRE of the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services.
- 6.2. Without affecting any other rights or remedies of CBRE, if the Supplier fails to provide the Services in accordance with this Contract, CBRE shall be entitled to:
- 6.2.1. charge liquidated damages or other sums as further specified the Contract; and/or
 - 6.2.2. require the Supplier to re-perform or make all necessary corrections to the Services immediately, alternatively bring in an external party, at the Supplier's cost.
- 6.3. All timescales and dates in a Contract must be met by the Supplier. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle CBRE to terminate this Contract without affecting any other of CBRE's rights or remedies.

7. Equipment, Facilities and Resources

- 7.1. The Supplier shall, at his own expense, provide all equipment necessary for the proper execution of the Services and shall keep the Supplier's equipment in good repair and safe condition. CBRE shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically agreed and set out in the Purchase Order.
- 7.2. The Supplier shall provide all resources necessary (at the Supplier's expense) to execute and complete the Services in accordance with any programme for service visits. Furthermore, the Supplier will comply with any reasonable requests from CBRE to record and demonstrate the progress of the Services to allow CBRE to continuously compare actual performance with the progress required to achieve the CBRE obligations to the Client for the Services. The resources necessary to meet this requirement may include attending regular progress meetings and/ or the completion of a detailed Site log, the format of which is as determined by CBRE.
- 7.3. Representatives of CBRE and/or the Client may undertake unannounced inspections of the Services being performed and interview the Suppliers employees, agents and contractors on Site in order to monitor performance of the Services, upon prior notification within reasonable period of time.
- 7.4. The Parties shall throughout the performance of the Services meet with such frequency as is specified in the relevant Purchase Order or as may be reasonably required by CBRE, in order to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with this Contract.

8. Changes to the Services

- 8.1. No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from CBRE.
- 8.2. CBRE may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written notice to the Supplier.
- 8.3. Within 5 Working Days of receipt of such a written notice, the Supplier shall provide CBRE with:
- 8.3.1. a reasonable estimate of the increase or reduction in the price stated in the Purchase Order, together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and
 - 8.3.2. if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.
- 8.4. The Supplier shall without undue delay provide to CBRE all additional information that CBRE may request, including further estimates in respect of the matters set out in Clauses 8.3.1 and 8.3.2, to assist CBRE in evaluating the benefit of any proposed change.
- 8.5. If CBRE wishes to proceed with a proposed change, CBRE will issue written confirmation signed by a manager or director of CBRE that the change is to be implemented. The Supplier shall then implement the proposed change and the price stated in the Purchase Order shall be adjusted in accordance with the agreed amount. This Contract shall continue unamended should CBRE elect not to proceed with any change.

9. Intellectual Property Rights

- 9.1. Each Party's Intellectual Property Rights incurred prior to conclusion of this Contract shall remain the exclusive property of each Party.
- 9.2. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with this Contract shall remain at all times vested in, and the exclusive property of, CBRE.
- 9.3. Where designs, products, or any developments (each being "Works") are specifically produced or developed by the Supplier for CBRE in connection with this Contract, all Intellectual Property Rights in such Works shall be the exclusive property of CBRE.

immediately upon creation.

- 9.4. Where transfer of the Intellectual Property Rights in accordance with clause 9.3. is not possible due to legal restrictions, or third-party intellectual property rights, the Supplier shall grant to CBRE and the Client a non-exclusive, worldwide, royalty-free, non-transferable right and user license for such Intellectual Property Rights.
- 9.5. Each Party warrants, represents and undertakes that the use and possession of software, applications or other data provided and used in accordance with any instructions provided will not infringe any third-party intellectual property rights.
- 9.6. The Parties agree that any CBRE IPR provided to the Supplier under the Service Agreement:
- 9.6.1. may only be used by the Supplier as necessary to perform this Contract; and
- 9.6.2. shall not be made available to any third Party without CBRE's prior written consent.

10. Staff Transfers

- 10.1. Always respecting the Applicable Law, the termination of this Contract or any part of it or the termination or amendment or reduction in scope of any of the Services or any part of them shall not constitute a relevant transfer of any employees, agents or contractors of the Supplier. If, however, a contract of employment between the Supplier (or its contractor) and any person has effect, pursuant to the Regulations, as if originally made between CBRE or the Client or any Replacement Contractor and such person, or if a claim is made to such effect, CBRE or the Client or any Replacement Contractor may terminate such contract of employment. The Supplier shall indemnify and keep CBRE indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by CBRE (or incurred by the Client or any Replacement Contractor for which CBRE is responsible or otherwise liable (whether directly or indirectly)) in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to this Contract, its termination or any termination of the Services or any part of them or any amendment or reduction in scope of any of the Services.
- 10.2. Subject to obtaining the prior written consent of CBRE, a Replacement Contractor shall be entitled, in his own right to the benefit of and to enforce the provisions of Clause 10.1.

11. Confidentiality

- 11.1. The Supplier shall not during or after termination of this Contract use (other than in the performance of this Contract) or disclose to any other person any Confidential Information of CBRE or the Client, except that any obligations contained in this Clause shall not prevent any disclosure of: -
- 11.1.1. Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a Party's professional advisors acting in their capacity as such; or
- 11.1.2. CBRE's Confidential Information where the Supplier has obtained the prior written consent of CBRE to such disclosure.
- 11.2. The Supplier acknowledges the importance of protecting the confidentiality of CBRE's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of the Supplier in this Contract. The Supplier shall, if requested by CBRE, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with CBRE, if so requested) protecting the Confidential Information of CBRE and the Client, in terms approved by CBRE and where the Supplier is a Party to such agreements, shall take all steps necessary to enforce such agreements.
- 11.3. The Supplier shall not publicise or disclose the existence or content of this Contract, its relationship with CBRE, or CBRE's relationship with the Client, without the prior written agreement of CBRE.
- 11.4. The Supplier shall not, without the prior written approval of CBRE, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Services, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme or social media any information relating to this Contract.
- 11.5. The Confidential Information of CBRE shall include all Works and all Intellectual Property Rights arising from the execution of this Contract.
- 11.6. Any Confidential Information shall be returned to CBRE or deleted by the Supplier at the request of CBRE. The same shall apply for the Supplier's Confidential Information.

12. Data Protection

- 12.1. The definitions set out in the attached Data Protection Schedule apply to this Clause 12.
- 12.2. The Parties agree that it will be necessary for CBRE to provide certain limited personal data to the Supplier which is required to allow the Supplier to provide the Services. It is not intended by the Parties that the Supplier should be treated as the "processor" of such personal data for the purposes of GDPR, and shall be the "controller" of any such data it receives.
- 12.3. Each Party undertakes that it will comply with all its obligations as a controller under the GDPR in relation to any personal data received by it from the other Party or relating to the other Party in connection with the Services.

- 12.4. The Parties agree that if so required for provision of the Services to the Client, a separate Data Protection Agreement will be concluded between the Parties.
- 13. Non-Solicitation**
- 13.1. In order to protect the value of CBRE's client contacts, the Supplier undertakes in relation to the Services during the term of the Contract to not directly or indirectly (including through any associated companies or other associated individuals) quote or carry out the Services for the Client. Should the Client approach the Supplier directly with regard to the Services under the Contract, the Supplier shall refer any such request to CBRE.
- 14. Liability, Insurance and Indemnity**
- 14.1. The Supplier shall be liable for and shall indemnify and keep indemnified CBRE, its directors, officers, employees and agents or any relevant CBRE Group Company ("Indemnified Parties") from and against liability or damage claims which are brought against or incurred or suffered by an Indemnified Party due to breach of this Contract by the Supplier, its employees, directors, contractors or agents' activities in relation to this Contract.
- Neither Party shall not be liable for indirect and consequential damages. The Supplier's general liability shall be limited to the total annual Purchase Order value. If individual assignments' value is higher than the total annual Purchase Order value, then the Supplier's liability shall be limited up to such higher amount. Additionally, CBRE reserves the right to request a different liability limitation threshold and/or additional securities from the Supplier if required by the Client, in particular for assignments associated with high hygiene standards, data centres or similar. The limitation of the Supplier's liability shall not apply in cases of (i) death or personal injury or (ii) negligence or wilful misconduct.
- Subject to obtaining the prior written consent of CBRE, each Indemnified Party and the Client shall be entitled, in their own right to the benefit of and to enforce the provisions of this Clause 14.1.
- 14.2. Subject to Clause 14.4, CBRE shall not be liable to the Supplier, or to any of the Supplier's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Supplier's employees or other staff. Subject to Clause 14.3, the Supplier shall indemnify and keep indemnified the Indemnified Parties from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party in connection with such claim.
- 14.3. The indemnities in Clauses 14.1 and 14.2 shall not apply to any damages, losses, liabilities, costs and expenses:
- 14.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and
- 14.3.2. to the extent caused by any breach or non-performance by CBRE of this Contract.
- 14.4. Nothing in this Contract shall exclude or restrict the liability of either Party to the extent prohibited by law and in particular nothing in this Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.
- 14.5. The Supplier shall take out and keep in force with reputable insurance companies authorised to do business where the Services are provided suitable insurance covers, including General Liability insurance and other insurance that may be required or advisable to cover its potential liabilities under this Contract and shall demonstrate evidence of the same to CBRE at all reasonable times. Unless otherwise stated in the Purchase Order, the amount for each type of insurance shall be no less than USD 1,000,000.00 per incident (or in each case an equivalent amount in the local currency where Services are ordered).
- 14.6. The insurance policies specified above shall not have any unusual or onerous conditions, exclusions or limitations which may detrimentally affect the Supplier's ability to make a claim.
- 14.7. The Supplier must, prior to commencing the Services, ensure that the current copies of such insurance Certificate(s) are provided to CBRE. On written request of CBRE, the Supplier shall produce to CBRE satisfactory evidence of the insurance arrangements in this Clause as soon as practicable.
- 14.8. If the Supplier is in breach of its obligations under this Clause, CBRE may take out all or some of such insurances to cover equivalent risks and CBRE may deduct from any sums due to the Supplier or otherwise recover from the Supplier the costs and expenses incurred.
- 14.9. The Supplier shall during the term of the Contract and for a period of twenty-four (24) months thereafter:
- 14.9.1. maintain the insurance policies stipulated above;
- 14.9.2. refrain from any acts that may invalidate the insurance policies.
- 15. Goods and Materials supplied by the Supplier**
- 15.1. All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Purchase Order. Where standards of quality are not specified for the goods and/or materials in the Purchase Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest Country Standards (or where appropriate, applicable standards in the country where the Services are provided), all applicable laws and regulations).
- 15.2. The Supplier shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to CBRE and the Client or shall be capable of

transfer to CBRE or the Client.

16. Ownership, Title and Risk

- 16.1. Ownership and title in all products, goods and materials supplied under this Contract shall pass to CBRE on delivery.
- 16.2. Ownership and title in items issued to the Supplier on a “free issue” basis by CBRE shall remain with CBRE at all times. Risk of loss of or damage to any such items shall pass to the Supplier on delivery and shall remain at the Supplier’s risk until returned to the custody of CBRE. The Supplier shall be responsible for all costs of replacement or repair of items lost or damaged prior to their return to CBRE.

17. Site Attendance

- 17.1. If the Supplier is required to attend the Site for any activity whatsoever, it is a condition of this Contract that it and all of its employees, agents and contractors have read, understood and fully comply with the CBRE Health and Safety Rules for Contractors (which is available upon request) and any applicable rules of the Client, prior to and during the execution of any services on Site.
- 17.2. This must be arranged by the Supplier through a CBRE representative at least 48 hours prior to a visit. CBRE will not be held responsible for any costs incurred by the Supplier for failure to timely arrange access. CBRE cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

18. Supervision

- 18.1. At all times during the carrying out of the Services the Supplier shall provide all necessary supervision to ensure the proper execution of the Services in accordance with the terms of this Contract and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Supplier.
- 18.2. The Supplier shall provide such evidence as CBRE may reasonably require relating to the suitability and competence of any person employed by the Supplier in the performance of the Services. CBRE shall have the right to require the Supplier to provide a competent substitute for any person so employed who in CBRE’s reasonable opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should the Supplier be unable to satisfy CBRE that in CBRE’s reasonable opinion any person is suitable, then CBRE will have no alternative but to refuse entry and/or commencement of the Services and/or cease the progress of the Services. In these circumstances, CBRE shall not be responsible for any abortive or additional costs the Supplier may incur as a result. Furthermore, should CBRE incur any costs, either itself or from third Parties (including the Client), then such costs will be deducted from the Supplier in accordance with Clause 3.10.

19. Termination

- 19.1. Without prejudice to CBRE’s other rights and remedies, the Supplier’s engagement under this Contract may be terminated by CBRE in the following circumstances: -
 - 19.1.1. upon giving the Supplier not less than 1 month’s prior written notice at any time, unless otherwise specified in the Contract;
 - 19.1.2. by written notice with immediate effect if the Supplier has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within 3 Working Days of it being levied;
 - 19.1.3. by written notice with immediate effect if the Supplier stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or suspends or ceases or threatens to suspend or cease to carry on its business;
 - 19.1.4. by written notice with immediate effect if a secured lender to the Supplier takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;
 - 19.1.5. if any event analogous to any of the circumstances described in sub-Clauses 19.1.2 to 19.1.4 (inclusive) above shall occur in any jurisdiction in which the Supplier is incorporated, resident or carries on business;
 - 19.1.6. by written notice with immediate effect if the Supplier is in breach of any of its obligations under this Contract and, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 Working Days of receipt of a request to do so.
- 19.2. Notwithstanding Clause 19.1 above, this Contract shall terminate in the event that CBRE’s engagement for the Services is terminated by the Client, which will be notified in writing.
- 19.3. Notwithstanding any other provision of this Contract, in the event of or in anticipation of any termination of this Contract for any default of or matter affecting the Supplier including (without limitation) pursuant to Clause 19.1.2 or 19.1.3, CBRE reserves the right to withhold or suspend payment to the Supplier until such time as CBRE has assessed (i) the additional cost to CBRE of completing the Services (or arranging for a third Party to complete the Services), (ii) any other costs and liabilities incurred by CBRE in connection with the termination, (iii) the quality and value of the Services carried out by the Supplier up to the date of termination in connection with this Contract and (iv) any other issues that CBRE considers require CBRE’s assessment in connection with the Services and/or this Contract. In accordance with Clause 3.10, CBRE shall be entitled to set off against any sums that are due to the Supplier any amounts calculated in accordance with this Clause 19.3 and any other amounts owed to CBRE by the Supplier whether under this Contract or any other contract or Purchase Order or arrangement between the Parties.

- 19.4. CBRE shall not be liable to the Supplier for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage in the event that CBRE terminates this Contract in accordance with this Clause or any other right of termination.
- 19.5. Termination, howsoever, caused shall not affect:
- 19.5.1. any right or liabilities which have accrued prior to the time of termination;
 - 19.5.2. the continuance in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, Clause 4 (The Supplier's General Obligations), Clause 9 (Intellectual Property Rights), Clause 10 (Staff Transfers), Clause 11 (Confidentiality), Clause 14 (Liability, Insurance and Indemnity), Clause 15 (Goods and Materials supplied by the Supplier), Clause 19.3-19.6 (Termination), Clause 20 (Open Book Policy and Audit Rights), Clause 22 (Third Party Rights), Clause 24 (Severability) and Clause 28 (Applicable Law).
- 19.6. On termination of the engagement of the Supplier for any reason, the Supplier shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition the Supplier shall deliver to CBRE all Confidential Information of CBRE and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

20. Open Book Policy and Audit Rights

- 19.1 If applicable and agreed by the Parties, the Supplier shall conduct all dealings with CBRE on a fully open book basis. When requested to do so the Supplier will provide CBRE any further detailed information relating to any quotation or Purchase Order that CBRE may reasonably require.
- 19.2 CBRE further reserves the right to audit, both financially and operationally, the Supplier, with reasonable notice and at a time of the CBRE's choosing. CBRE will give the Supplier ten (10) days prior written notice of CBRE's intention to undertake an audit.
- 19.3 For an audit requested by the Client and/or an authority, typically related to safety or quality, the Supplier shall grant to CBRE right of access to any of the Supplier's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to this Contract or any specific Purchase Order(s). CBRE will give the Supplier a prior written notice about such audit request as soon as practicable, unless there is an urgency and in such case CBRE counts on the Supplier's full cooperation.
- 19.4 CBRE undertakes to hold any information provided by the Supplier in relation to this Clause as confidential and not to make the information available to any third party without the express written consent of the Supplier, except for the Client or external advisors working under confidentiality agreement. CBRE further undertakes not to use the information for purposes other than to confirm compliance by the Supplier with this Contract or any specific Purchase Order. Should CBRE have reasons that the Supplier is in breach of any aspect of this Contract or any specific Purchase Order, CBRE reserves the right to carry out an unannounced audit.
- 19.5 Following an audit, CBRE may discuss its findings with the Supplier and, if appropriate, the Parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the Parties fail to agree on a remedial plan, either Party may escalate the matter in accordance with the dispute resolution procedure outlined in Clause 26. If an audit demonstrates that the Supplier is failing to comply with any of its obligations under this Contract or any specific Purchase Order, then, without prejudice to the other rights and remedies of CBRE, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to CBRE. If an audit demonstrates that the Supplier has overcharged CBRE for the provision of the Services then, within 10 Business Days of such demonstration, the Supplier shall pay to CBRE an amount equal to the amount so overcharged.

21. Step-in

- 21.1. CBRE at its sole discretion may, in lieu of giving notice of termination under Clause 19.1.3, by written notice to the Contract remove from the scope of the Supplier any portion or portions of the Services and may elect to either step-in itself or appoint third Parties to complete and maintain such portion(s). In such event CBRE may recover the reasonable costs associated with the step- in or appointment under this Clause from monies otherwise due or becoming due to the Supplier, or otherwise recovered as an outstanding debt to CBRE. The Supplier shall have no right or claim against CBRE in respect of this Clause.

22. Third Party Rights

- 22.1. Except as provided in Clause 10, Clause 14 and this Clause 22, no provision of this Agreement shall be enforceable by any person who is not a Party to it.
- 22.2. This Agreement is entered into for the benefit of CBRE and all CBRE Group Companies ("the Group"). Each member of the Group shall be entitled, in its own right to enforce all provisions for the benefit of CBRE, as if such provisions were expressed to be for the benefit of the relevant member of the Group in each case, to the extent determined by CBRE in its absolute discretion from time to time.
- 22.3. CBRE shall be entitled (but not required) to bring actions against the Supplier for losses, costs, expenses and liabilities incurred by members of the Group in connection with the matters referred to in Clause 23.2 and in those circumstances, such amounts shall be treated as the losses, costs, expenses and liabilities of CBRE.
- 22.4. The Parties shall not be required to notify or obtain the consent of any third Party in order to rescind or vary this Agreement or any

provision of it. No third Parties may assign or otherwise transfer any of their rights referred to in this Clause.

23. Assignment and Contract

- 23.1. CBRE may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under this Contract.
- 23.2. The Supplier shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under this Contract, nor purport to do so.
- 23.3. The Supplier shall not Contract, sub-let or otherwise delegate the performance of the Services without the prior written consent of CBRE. Such consent, if given, shall in no way relieve the Supplier of its responsibilities under this Contract.

24. Severability

- 24.1. If any one or more provisions of this Contract shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the Parties hereby undertake to make such modifications.

25. Bribery, Corrupt Practices & Anti-Slavery

- 25.1. Supplier represents, warrants and undertakes to CBRE, the CBRE Group Companies and the Client and Client Affiliates (for the purposes of this Clause, the "Assured Parties") that the Supplier and the Supplier's officers, employees, agents, consultants, subcontractors and Affiliates shall:
 - 25.1.1. comply with CBRE's Anti-Bribery Policy and Anti-Slavery Policy provided to the Supplier as part of the on boarding process as amended from time to time, and any other compliance policies notified to the Supplier by CBRE from time to time ("Relevant Policies");
 - 25.1.2. comply with all applicable laws, statutes, regulations, and codes from time to time in force relating to: (i) anti-bribery and anti-corruption including in the U.S. the Foreign Corrupt Practices Act and in the UK the Bribery Act 2010; and (ii) anti-slavery and human trafficking including the Modern Slavery Act 2015 ("Relevant Laws");
 - 25.1.3. immediately notify CBRE (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
 - 25.1.4. not engage in any activity, practice or conduct which would constitute an offence under the Relevant Laws;
 - 25.1.5. within two months of the date of this Contract, and annually thereafter, certify to CBRE in writing signed by an officer of the Supplier, compliance with this Clause 26 by the Supplier and all persons associated with it under Clause 25.1.6. The Supplier shall provide such supporting evidence of compliance as CBRE may reasonably request; and
 - 25.1.6. ensure that any person associated with the Supplier, including any supplier or subcontractor of the Supplier, who is performing services in connection with this Contract does so only on the basis of a written contract which includes terms at least as onerous as those imposed on the Supplier in this Clause ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to CBRE for any breach by such persons of any of the Relevant Terms.
- 25.2. The Supplier represents and warrants that at the date of this Contract neither the Supplier nor any of its officers, employees or other associated persons:
 - 25.2.1. has been convicted of any offence involving slavery or human trafficking; and
 - 25.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 25.3. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Relevant Policies.
- 25.4. It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Contract no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.
- 25.5. Notwithstanding any other provisions to the contrary, the Assured Parties may suspend or terminate this Contract for material breach which is not capable of remedy in accordance with Clause 19.1.3 on becoming aware of information that gives it a factual basis to conclude that Supplier or any of its officers, employees, agents, consultants, subcontractors or Affiliates has violated or caused the Assured Parties to violate the Relevant Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Services to which the conduct breaching the Relevant Laws relates and Supplier shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

26. Disputes

- 26.1. In the event of any dispute arising out of or in connection with this Contract the following procedures shall apply:
- 26.1.1. in the first instance the matter shall be referred to the CBRE operational representative and the Supplier's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.
 - 26.1.2. in the event that the dispute is not resolved in accordance with Clause 26.1.1 within 20 Working Days the dispute shall be referred to CBRE's business unit leader of the relevant business and the Supplier's representative of equivalent status.
 - 26.1.3. in the event that the dispute is not resolved in accordance with Clause 26.1.2 within 20 Working Days the dispute shall be referred to the Managing Directors of each Party.
 - 26.1.4. Failing any agreement having been reached within a further period of 20 Working Days either Party shall have the right to refer such dispute to the County courts in accordance with Clause 28.

27. General

- 27.1. Any notices sent under this Contract must be in writing and may be served by personal delivery, by hand, or by sending the notice by registered post at the address given above or at such other address as the relevant Party may give for the purpose of service of notices under this Contract.
- 27.2. This Contract including its Schedule and any documents referred to in it contains the entire agreement between the Parties in relation to the subject matter of this Contract to the exclusion of all other agreements and terms.
- 27.3. No variation of this Contract shall be effective unless and until it is made in writing and signed by each of the Parties to this Contract by their behalf by duly authorized representatives. For the purposes of this Clause, the expression "variation" includes any supplement, deletion or replacement however effected.
- 27.4. The failure to exercise or the delay in exercising, a right or remedy provided by this Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Contract or law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
- 27.5. If any term of this Contract shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from this Contract and the validity and enforceability of the remaining terms of this Contract shall not as a result in any way be affected or impaired.
- 27.6. Save as expressly provided in this Contract, the rights and remedies provided by this Contract are cumulative and (subject as otherwise provided in this Contract) are not exclusive of any right or remedy provided by law. No exercise by a Party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 27.7. Nothing in this Contract shall constitute a partnership, joint venture, representative or agency relationship between the Parties to it or be construed or have effect as constituting any relationship of employer and employee between the Parties. Neither Party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

28. Applicable Law

- 28.1. This Contract and all matters arising from or connected with it are governed by the Applicable Law.
- 28.2. Subject to Clause 25 all disputes and claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the Country courts to which the Parties irrevocably submit.

29. Force Majeure

- 29.1. Notwithstanding anything in this Contract to the contrary, if either Party is prevented, hindered or delayed from or in performing any of its obligations under this Contract by an Event of Force Majeure, then it shall immediately notify the other of the same in writing as soon as reasonably practicable detailing the way in which and the extent to which its obligations are prevented or impeded by and the estimated duration of (to the extent practicable) such Event of Force Majeure as soon as reasonably practicable
- 29.2. The Party who has given such notice shall, provided the Event of Force Majeure arises, be excused from the performance or punctual performance of its obligations under this Contract for so long as the relevant Event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed without any such delay or non- performance constituting a breach of this Contract or giving rise to any claim for loss, damages or other costs and expenses.
- 29.3. The Party relying on an Event of Force Majeure shall use its reasonable efforts consistent with its obligations under this Contract to limit and/or eliminate the effects of such Event of Force Majeure upon its performance of this Contract and shall notify the other Party as soon as reasonably practicable following cessation of the Event of Force Majeure.
- 29.4. As soon as practicable following the commencement of the Event of Force Majeure, the Party relying on the Event of Force Majeure shall enter into bona fide discussions with the other Party with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

DATA PROTECTION SCHEDULE

1. Data Protection

Definitions

In this Schedule, "Controller", "data subject", "personal data", "personal data breach", "process", "processor" and "supervisory authority" shall for the purposes of this Data Protection Schedule have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), and any other applicable Country legislation (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force from time to time and all other applicable laws and regulations, relevant industry codes of practice and guidance issued by the relevant Country authorities in relation to the processing of personal data ("GDPR"). References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time.

Processing instructions and requirements

- 1.1. In the event the Supplier processes personal data of CBRE or the Client in connection with the Services, the Parties agree that, for the purposes of the GDPR and this Supplier Agreement, the Supplier shall be the processor of CBRE.
- 1.2. The Parties have set out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects in the table below (which may be updated by agreement of the Parties in writing from time to time):

Subject-matter of the processing	The performance of the Services
Duration of the processing	The term of this Supplier Agreement and for such further time as the Parties shall agree in writing.
Nature and purpose of the processing	As required for the performance of the Services
Type(s) of personal data	Name, contact details, email addresses as required for the performance of the Services
Categories of data subjects	Client information

- 1.3. In relation to such processing, the Supplier shall:
 - 1.3.1. only process the personal data on documented instructions from CBRE as set out in this Supplier Agreement or in writing from time to time;
 - 1.3.2. immediately inform CBRE if, in its opinion, an instruction infringes the GDPR or other EU or EU Member State data protection provisions; and
 - 1.3.3. not make independent use of the personal data and only process the personal data to the extent, and in such a manner, as is necessary for the purposes of this Supplier Agreement.

Technical requirements

- 1.4. In relation to such processing, the Supplier shall at its own cost:
 - 1.4.1. implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 of the GDPR (security of processing) in relation to the personal data;
 - 1.4.2. implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable CBRE to comply with CBRE's obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
 - 1.4.3. comply with the GDPR; and
 - 1.4.4. comply with the Client and CBRE's policies notified from time to time.

Personnel and sub-processors

- 1.5. The Supplier shall at all times at its own cost:
 - 1.5.1. ensure the reliability of its employees, staff, other workers and agents and any subcontractors or agents who are engaged in the provision of the processing from time to time ("Supplier's Personnel") including by the provision of adequate training and ensure their compliance with the GDPR;
 - 1.5.2. ensure that all Supplier's Personnel who process the personal data:
 - 1.5.2.1. keep the personal data confidential;
 - 1.5.2.2. do not make independent use of the personal data; and
 - 1.5.2.3. have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
 - 1.5.3. notwithstanding any other provision of this Supplier Agreement, not engage any sub-processors or allow access to the personal data to any third Party without prior specific written authorisation of CBRE;
 - 1.5.4. inform CBRE in advance of any proposed changes to sub-processors and allow CBRE an opportunity to discuss and object; and

- 1.5.5. procure that any and all sub-processors are subject to terms equivalent to the terms of this contract including equivalent data protection and confidentiality obligations as those imposed on the Supplier.

Assistance

- 1.6. The Supplier shall at its own cost:
- 1.6.1. notify CBRE within 24 hours if it receives a request from a data subject for access to that person's personal data; and
 - 1.6.2. not respond to any requests from data subjects or third Parties without CBRE's consent;
 - 1.6.3. provide such assistance, co-operation and information as CBRE requires within timescales provided by CBRE to enable CBRE to ensure compliance with the GDPR including without limitation with respect to:
 - 1.6.3.1. security of processing;
 - 1.6.3.2. data protection impact assessments;
 - 1.6.3.3. consultation with the supervisory authority; and
 - 1.6.3.4. any actions to be taken in respect of personal data breaches.

Breach

- 1.7. The Supplier shall at its own cost in the event of a suspected or actual personal data breach or complaint:
- 1.7.1. notify CBRE immediately and in any event within 4 hours of becoming aware;
 - 1.7.2. immediately and in any event with within 4 hours of becoming aware provide CBRE with all information, assistance and cooperation required by CBRE to enable CBRE to comply with the GDPR;
 - 1.7.3. promptly undertake such actions as are required by CBRE in order to remedy any defect or potential breach of the Supplier's obligations.

Deletion and records

- 1.8. The Supplier shall at its own cost:
- 1.8.1. at CBRE's option either securely delete or return all the personal data to CBRE promptly and in any event within 12 hours after the end of the provision of personal data processing services or termination of the Supplier Agreement and securely delete existing additional copies;
 - 1.8.2. make available to CBRE all information, assistance and cooperation required by CBRE to demonstrate compliance with this Supplier Agreement and the GDPR and permit and contribute to audits, including inspections, conducted by CBRE or an auditor appointed by CBRE; and
 - 1.8.3. maintain a written record of all categories of processing activities carried out on behalf of CBRE, containing the information required by the GDPR, and make the record available to CBRE upon request.

Transfers abroad

- 1.8.4. The Supplier shall not without the prior written consent of CBRE disclose or transfer the personal data outside the country in which the Services are performed.